

ITI LIMITED
(A Government of India Undertaking)



**SHORT EXPRESSION OF INTEREST (EOI)
FOR
SELECTION OF EXECUTING AGENCIES FOR
DESIGN, SUPPLY, INSTALLATION, TESTING, COMMISSIONING
WITH COMPREHENSIVE MAINTENANCE CONTRACT (CMC FOR 5
YEARS) INCLUDING REMOTE MONITORING SYSTEM (RMS) OF
SMART SOLAR STREET LIGHT SYSTEM ON THE IDENTIFIED
EXISTING ELECTRIC POLE UNDER 'MUKHYAMANTRI GRAMIN
SOLAR STREET LIGHT YOJANA' IN BIHAR STATE".**

EOI Enquiry No.: ITI/NAINI/TS/BREDA/SSLS/01

Dated: 06th, July, 2024

**Chief Manager- TS, MKT, SB & Plant
ITI Limited, Naini
Mirzapur Road, Naini,
Prayagraj – 211010 (UP) INDIA,
Ph: 6307182604/9450605406
Email: atul_nni@itiltd.co.in
Website: <http://www.itiltd.in>**



ITI LIMITED

(A Government of India Undertaking)

Mirzapur Road, Naini,
Prayagraj – 211010 (UP) INDIA

Short Expression of Interest (EOI)

EOI Enquiry No.: ITI/NAINI/TS/BREDA/SSLS/01

Dated: 06th, July, 2024

ITI Limited invites Expression of Interest (EOI) for Selection of Executing Agencies for for "Design, Supply, Installation, Testing, Commissioning with Comprehensive Maintenance Contract (CMC for 5 years) including Remote Monitoring System (RMS) of Smart Solar Street Light System on the identified existing electric pole under 'Mukhyamantri Gramin Solar Street Light Yojana' in Bihar State".

Scope of Work	Selection of Executing Agencies for "Design, Supply, Installation, Testing, Commissioning with Comprehensive Maintenance Contract (CMC for 5 years) including Remote Monitoring System (RMS) of Smart Solar Street Light System on the identified existing electric pole under 'Mukhyamantri Gramin Solar Street Light Yojana' in Bihar State".
Minimum quoted Quantity	N/A
Tender Document Cost	Rs. 29,500/- inclusive GST @ 18% To be paid through online modes i.e. Internet Payment Gateway (Credit/Debit Card), Net Banking, etc.
Earnest Money Deposit	Rs. 50 Lacs (to be paid through Internet Payment Gateway (IPG) or Demand Draft or Bank Guarantee from any Nationalized/ Scheduled Commercial Bank).

Interested parties may view and download the document containing the detailed terms & conditions, free of cost from the website www.eprocure.gov.in and <http://www.itiltl-india.com>.

For ITI LIMITED
Chief Manager- TS, MKT, SB & Plant

Important dates

Date of Issue/Publishing	06/07/2024 (17:00 Hrs)
Last date of receipt of Clarification	13/07/2024 (17:00 Hrs)
Last Date and Time for Submission of Bid	20/07/2024 (15:00 Hrs)
Date and Time of Opening of Technical Bid	20/07/2024 (16:00 Hrs)
Date and Time of Opening of Financial Bid	22/02/2024 (11:00 Hrs)

In case of any clarifications on this notification and technical requirement, please contact

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Asst. Manager – Tech. Support
ITI Limited, Naini
Mirzapur Road, Naini,
Prayagraj – 211010 (UP) INDIA,
Ph: 6394793179
Email: pradeep_nni@itiltd.co.in
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INTRODUCTION

ITI Limited, a Public Sector Undertaking under the Department of Telecommunication, Ministry of Communication and IT, is a leading telecom equipment manufacturer and total solution provider in India. ITI has diversified in to solar project business and has established state of the art solar module manufacturing line of capacity 18 MWp per annum. IT Limited is an ISO 9001, ISO 14001 and ISO 18001 certified manufacturing unit. Presently major customers of ITI are BBNL, BSNL, MTNL, defense, paramilitary forces and railways. The company has executed various turnkey orders such as Bharat-Net, Telecom Towers, UP Police headquarters. ITI make PV module are certified with BIS 14286 certification for wattage range from 40Wp to 325Wp.

Objective/Purpose

The purpose of this Short Expression of Interest is for Selection of Executing Agencies for Design, Supply, Installation, Testing, Commissioning with Comprehensive Maintenance Contract (CMC for 5 years) including Remote Monitoring System (RMS) of Smart Solar Street Light System on the identified existing electric pole under 'Mukhyamantri Gramin Solar Street Light Yojana' to enable ITI's participation in the customer tender as mentioned below-

End Customer Detail:

Name: Bihar Renewable Energy Development Agency (BREDA)

Address: Director, BREDA,
2nd Floor, "Vidhyut Bhawan" Building No- II, Baily Road, Patna – 800021. Bihar

Ph.: 0612-2505734

Fax No.: 0612-2505572

E-mail: breda.gov@gmail.com

Website: www.breda.bih.nic.in

Scope: Empanelment of Executing Agencies for Design, Supply, Installation, Testing, Commissioning with Comprehensive Maintenance Contract (CMC for 5 years) including Remote Monitoring System (RMS) of Smart Solar Street Light System on the identified existing electric pole under 'Mukhyamantri Gramin Solar Street Light Yojana' in Bihar State". The details of end customer tender are-

1. EoI Ref. Number : BREDA/EoI/SPV/MGSSLY/09/2023-24
2. EMD : Rs. 50.00 Lakh
3. Performance Bank Guarantee (PBG) : 5 % issued work order value

The successful bidder/s selected through this EOI will sign agreement & Pre- contract Integrity Pact with ITI. ITI will submit its proposal to customer based on the techno-commercial proposal obtained from the successful bidder.

Scope of work

The Scope of work will be as per the end customer tender and any other corrigendum/ addendum / other documents & instructions issued from the end customer from time to time in this regard. The details of the customer tender for which the Expression of Interest is being called is enclosed along with this inquiry.

Earnest Money Deposit (EMD)

The EMD amount will be as per the customer tender requirement. The EMD amount of **Rs. 50.00 Lakh** shall be submitted by the bidder on back-to-back basis along with the bid. No interest shall be payable on the EMD. Photocopy of EMD must be submitted separately. The validity of EMD shall be for a period of one year from the Bid Deadline. The EMD amount of successful bidder may be converted to Security Deposit at the time of placement of Purchase Order. EMD must be submitted through Demand Draft/Bank Guarantee favoring ITI Limited. The DD/Bank Guarantee must be in favor of “ITI Limited, Naini”, payable at Prayagraj.

The details of ITI’s bank account for EMD & Processing Fee amount are as below:

- Beneficiary Name : ITI Limited, Naini
- Account Number/IBAN : 43069550659
- IFSC Code : SBIN0003486
- Beneficiary Bank Name : State Bank of India
- Beneficiary Bank Address : ITI Complex, Naini, Mirzapur Road,
Naini, Prayagraj – 211010 (UP) INDIA

Exemption from submission of EMD & Tender Fees: No bidders are exempted to submit EMD & Tender Fees amount.

Performance Security

The successful bidder who will be selected, shall give a Performance Security (as per the timeline mentioned in the end customer tender) for a period as per end customer tender for the percentage of the bidder order value or fixed amount on pro rata basis as per bidder order value shall be deposited in shape of Demand Draft or Bank Guarantee and shall be returned after the performance warranty period is over. The said amount may be forfeited partially or fully for failure to fulfill the terms and conditions of agreement. The Bank Guarantee should be enforceable and payable at the place mentioned in the EOI. No interest will be accrued on the Performance security amount.

Taxes & Duties: Relevant Taxes in line with GST i.e. SGST/CGST or IGST to be considered by the bidder. Taxes rate and nature will be on back-to-back basis.

EOI Type: Two Bid System

Bids are to be submitted in two parts namely:

- (1) Technical Bid and
- (2) Financial Bid.

Both technical and financial bids must be submitted in separate envelopes and clearly marked on each envelope as “Technical Bid” and “Financial Bid” respectively. Thereafter, both the envelopes containing technical & financial bid should be put into a separate envelope which should be super scribed as “Bids for EOI No: EOI Enquiry No.: ITI/NAINI/TS/BREDA/SSLS/01, Dated: 6th, July, 2024.

The financial bids of only those bidders will be opened who are technically qualified.

ELIGIBILITY CONDITIONS

Bidder shall fulfill following Minimum Eligibility Conditions: -

1. The Bidder should be either a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto and engaged in the business of Solar Power/Renewable/Electrical Works.

A copy of certificate of incorporation should be furnished along with the bid in support of above.

OR

The Bidder should be either a body incorporated in India under the Limited Liability Partnership Act, 2008: and engaged in the business of Solar Power/Renewable Energy/Electrical works.

A copy of certificate of incorporation should be furnished along with the bid in support of above.

OR

The Bidder should be a firm registered under Partnership Act, 1932 in India and engaged in the business of Solar Power/Renewable Energy/Electrical works.

A copy of certificate of incorporation should be furnished along with the bid in support of above.

OR

The Bidder should be a firm registered as Sole Proprietor under Shop Act in India and engaged in the business of Solar Power/Renewable Energy/Electrical works.

A copy of certificate of incorporation should be furnished along with the bid in support of above.

Experience

Bidder should have during last five (05) Year at least had cumulative 2500 nos. of Solar Street Lighting Systems Commissioned before date of submission of bid. (Required experience certificate issued by competent authority from SNA/ Govt./ Semi Govt. Organization/ Bodies/ SECI/ DISCOM/Private Sector).

OR

Bidder should have during last five (05) Year at least had cumulative 1.0 MW of Off-Grid/Hybrid Solar Power Plants, commissioned before date of submission of bid. (Required experience certificate issued by competent authority from SNA/ Govt./ Semi Govt. Organization/ Bodies/ SECI/ DISCOM/Private Sector).

(A copy of Work orders/PO and certificates indicating its successful execution must be enclosed)

Overall Average Annual Turnover

1. Bidder(s) should have **Positive (+ve)** Net worth at the close of the preceding financial year. (Auditor's certificate shall be submitted for the same).

2. Bidder should have Minimum Average Annual Turnover (MAAT) of **Rs. 10.0 Cr.** in last 3 financial years.

(The bidder should submit Audited Financial Statement for last 3 years to this effect).

Turnover of Group of company will not be considered for evaluation (A summarized sheet of average turnover, certified by registered CA should be compulsorily enclosed).

3. The Bidder should have valid GSTIN registration certificate. A copy of which should be enclosed.

Note: Bidder will have to submit an undertaking on its letter head issued by the CA/Managing Director/Director of the company that it is financially meeting the Eligibility criteria as mentioned as above.

Payment terms and Delivery Schedule:

- Payment will be made on back-to-back basis through ESCROW account after realization from end customer. Payment will be generally released to the vendor within 15 days after ITI has received the payment after the submission of necessary document like Vendor Invoice, receipt acknowledgement of goods by end user.
- The payment shall be done on the basis of actual Supply/erection of material as certified the end customer.
- No advance payment will be made during the execution of the project.

Guarantee/ Warranty: -

Materials/System shall be warranted (comprehensive) for minimum period 5 years from the date of completion or handover (whichever is later) or as per customer's tender.

Liquidated Damages (LD)

Liquidated Damages shall be levied as per the LD policy of ITI on pro-rata basis.

Training

Training of customer officers/representatives will be the responsibility of the selected Bidders/vendor.

Contractual Period

The successful Bidder shall so organize his resources and perform his work as to complete it not later than the date agreed to. Failing which LD will be applicable.

Extension of Contract

Contract will be extended as the customer extend the contract period.

Cost of Bidding:

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

If required extra terms & conditions could be added to the existing terms & condition, it has to be complied by the firms (bidder/L1 party).

In case of contradiction the general terms & conditions will be superseded by the special terms & conditions.

AMC / COMPREHENSIVE AMC

AMC/ CAMC, if awarded by the end Customer to ITI then ITI may award AMC/CAMC to the successful declared bidder in this EOI.

General Conditions

1. All the relevant test certificates of various Components as mentioned in the ITI EOI and customers EOI shall be provided along with the bid.
2. Bidder shall provide Un-priced BOQ, priced BOQ, Drawings and Datasheets of each component of Solar Street Light System.
3. The bidder shall submit clause by clause compliance to the technical specification as per BOQ.
4. Bidder should have to submit make/model list with its proposal as per BOQ.
5. The bidder should be an ISO 9001:2015 accredited company.
6. **EOI Acceptance Letter:** Bidder should submit unconditional acceptance of all terms & conditions of the EOI document on company's/firm letter head duly signed & stamped by the authorized signatory.
7. Bidder should Sign & Stamped on each page of EOI.
8. No deviation certificate has to be submitted by the party mentioning that "we meet all Technical & commercial Specifications of the EOI Too" and there shall be no deviation. Party has to submit the aforementioned certificate along with the offer.
9. Quotations shall be liable to be rejected if there is/are any deviation(s) from the specifications.
10. Escalation in price (except where price variation clause is applicable), deviation from delivery schedule, terms and conditions will not be permitted in your quotation. Statutory Taxes & Duties should be shown separately from the price.
11. Catalogue, literature, specification details should accompany the quotation. Incomplete quotations are liable to be rejected.
12. Any deviations whether technical or commercial stated anywhere in the bid shall not be taken into account and may render the bid non-responsible and liable to be rejected.
13. Vendor Profile should be submitted along with the bid.
14. Quotation/offer shall be submitted only through hard copy within the bid submission last date.
15. The bids should be spiral bounded and each page should be serial numbered.
16. ITI reserves the right to suspend or cancel the EOI process at any stage, to accept, or reject any or all offers at any stage of the process and / or to modify process, or any part thereof, at any time without assigning reason, any obligation or liability whatsoever.
17. During the evaluation of EOI, if ITI requires any clarifications, the Bidder should be ready to give clarifications for any part of the offer against this EOI to ITI to complete the evaluation.
18. Bidder must submit the signed integrity pact along with the techno commercial bid. (Format Attached at Annexure-A)

Authorized Signatory: All certificates and documents received as part of offer shall be signed by the “Authorized Representative”. Power of attorney in the name of person signing the documents is mandatory (On Non-Judicial Stamp paper). (Signing is not mandatory in technical manuals)

Validity of Offer: Quoted/Offer Price shall be valid for 120 days.

Late Offer: Any offer received after the prescribed time line shall be rejected.

Language of offers: the offers submitted by vendor and all the correspondence and documents relating to the offers exchanged by the vendor shall be in English language.

Cost of EOI: The vendor shall bear all cost associated with the preparation & submission of its EOI including cost of presentation for purposes of clarification of the offer, if so desired by ITI. ITI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process. In this case, submissions of required material as per sample plan of certifying agency is to be arranged & provided free of cost by bidder.

Amendment of EOI: At any time prior to the last date for receipt of offers, ITI may for any reason, whether at its own initiative or in response to a clarification requested by a prospective vendor modified by the EOI document by an amendment. In order to provide prospective vendor reasonable time in which to take the amendment into account in preparing their offers, ITI may, at their discretion extend the last date for the receipt of offers and / or make other changes in the requirements set out in the invitation for EOI.

Disclaimer: ITI and / or its officers employees disclaim all/ any liability from any loss or damage whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts estimates, or projections contained in this documents or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and / or any of its officers, employees.

Following documents are to be submitted by the bidder along with the bid-

1. EMD through demand draft /RTGS/NEFT acknowledgement or copy of BG and proof of dispatch of BG to ITI. In case BG is submitted as EMD, it may be ensured that the original BG is received in ITI before the due date. ITI will not be responsible for any postal delay/damage.
2. Compliances/Approval/registration certificate or any other document required as per eligibility criteria given in the EOI.
3. Signed EOI acceptance letter.
4. Signed Pre-Integrity Pact.

Other Important Terms & Conditions:

1. Only the successful bidder will be informed of being the L1. All the techno commercial terms & payment terms will be on back-to-back basis.
2. ITI shall have the right to appropriate the outstanding amount, if any, recoverable from the vendor/contractor/bidder, under any other contract, from the payment under this contract, to be made by ITI.
3. ITI reserves the right to waive minor deviations and add minor modifications if they do not materially affect the capability of the bidder to perform the contract.
4. All the financial terms like Payment, taxation, LD & other will be on back-to-back basis as per the above cited EOI Terms & conditions received by ITI in its PO/Work Order form the end customer.
5. It will be the responsibility of the contractor to train and educate the ultimate user for handling and operating the equipment free of cost.
6. Vendor will sign Service Level Agreement (SLA) with ITI. The draft copy of SLA will be as per the customer tender (in case provided by the customer) or will be provided by ITI. In case of conflict between ITI's terms & conditions and the terms & condition as per customer's tender the ITI's terms & conditions prevail over said EOI terms & condition.
7. It will be the sole responsibility of the bidder to provide the following document for ITI's participation in the EOI:
 - a. Technical Proposal content as per the customer tender.
 - b. In case of product demonstration, it will be the bidder's responsibility to arrange the same.

- c. Other needful tender documents as per customer tender.
 - d. It will be the successful bidder's responsibility to arrange all the techno-commercial document for ITI so that ITI may participate in the customer tender.
8. In case Acceptance Test Procedure (ATP) is mentioned in the customer tender or is conducted by the customer at any stage, it will be on back-to-back basis and the ATP test will be conducted as per the customer tender documents or ITI will provide its own ATP procedure.

Additional work may be required to carry out according to the actual site conditions. Any item/Work, which is not specifically mentioned and not paid by customer but necessary for making the system functional, shall be deemed to be included in the scope of the work of the vendor and shall be supplied and installed without any extra cost to ITI.

Award of Contract:

Bidder offering the Lowest quoted price shall be declared as the L1 bidder. The Financial Bid format is enclosed.

Financial Bid Format

S. No.	Description	Total Amount (Rs)
A	B	C
1	Price for the complete scope of work as per EoI & inclusive of all taxes, levies for 20-watt Smart Solar Street Light system on the existing pole in the state of Bihar	

Signature of the Bidder :

Name of the Bidder :

Designation :

Stamp of the Company :

Date of Signing of Bid :

Other Terms & Condition: -

1. All the financial terms & conditions will be on back-to-back basis.
2. **Currency of Purchase Order:** ITI will place purchase order on bidder in INR only.
3. **Taxes:** As per the customer tender.
4. ITI will place PO/work Order on successful bidders only if the ITI receives its PO/work order from its customer as mentioned in this EOI.
5. Bidder offering the lowest quoted price shall be declared as successful (L1) bidder. The decision of competent committee of ITI shall be final in this regard and cannot be challenged in any manner and also be binding on all the bidders.
6. ITI shall place work order to successful bidder (L1) on the value offered to ITI against the EOI for execution of project/work as per customer's tender condition.

EOI ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Subject: Acceptance of Terms & Conditions of EOI

EOI Reference No: _____

Name of EOI/Work: _____

Dear Sir,

I (Name) ----- have received the EOI reference no----- for mentioned work from the website/email.

I hereby certify that I have read the entire terms and conditions of the EOI documents from Page No. __ to____ (including all documents like annexure(s), schedule(s), amendments and reference EOI etc.) which form part of the contract agreement and I shall abide here by the terms/conditions/ clauses contained therein.

The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.

I hereby unconditionally accept the EOI conditions of above mentioned EOI document(s)/corrigendum(s) in its totality/entirety.

I hereby unconditionally accept all the EOI conditions of ITI & _____ (Customer Name) EOI document /corrigendum(s) in its totality/entirety.

In case any provisions of this EOI are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this EOI/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

PRE-CONTRACT INTEGRITY PACT

(To be executed on plain paper and submitted along with Technical Bid/ RFQ. To be signed by the BIDDER and same signatory Competent/ Authorized to sign the relevant contract on behalf of the ITI Ltd).

TENDER/EoI No.....

This Integrity Pact is made onday of2023

BETWEEN:

ITI Limited,having its Registered & corporate office at ITI Bhavan, Dooravaninagar, Bangalore – 560016 India, and established under the Ministry of Communications & IT, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall include its successors and assigns) ON THE ONE PART

AND:

M/s represented by Chief Executive Officer (here in after called the BIDDER(s)), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the IMSP/contract ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, TENDER/contract for.....(name of the Stores / equipment's / items). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its BIDDER(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the TENDER process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the TENDER and contract between the parties.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITNESSETH AS UNDER:

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

a. No employee of the Principal, personally or through family members, will in connection with the TENDER for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.

b. The Principal will, during the TENDER process treat all BIDDER(s) with equity and reason. The Principal will in particular, before and during the TENDER process, provide to all BIDDER(s) the same information and will not provide to any BIDDER(s) confidential/ additional information through which the BIDDER(s) could obtain an advantage in relation to the TENDER process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE IMSP / CONTRACTOR

2.1 The BIDDER(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the TENDER process and during the execution of the contract.

a. The BIDDER(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the TENDER process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the TENDER process or during the execution of the contract.

b. The BIDDER(s)/contractor(s) will not commit any offence under IPC/PC Act, further the BIDDER(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

c. The BIDDER(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents /representatives in India, if any. Similarly, the BIDDER(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

d. The BIDDER(s) f Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.

e. The BIDDER(s)/Contractor(s) will not bring any outside influence and Govt. bodies directly or indirectly on the bidding process in furtherance to his bid.

f. The BIDDER(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS

If the BIDDER(s)/Contractor(s), during TENDER process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify BIDDER(s)/Contractor(s) from the TENDER process.

If the BIDDER(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future TENDER/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the BIDDER(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

The BIDDER(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts

and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.

The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the BIDDER(s)/ Contractor(s) shall be final and binding on the BIDDER(s)/Contractor(s), however the BIDDER(s)/Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.

On occurrence of any sanctions/ disqualifications etc. arising out from violation of integrity pact BIDDER(s)/ Contractor(s) shall not be entitled for any compensation on this account.

Subject to full satisfaction of the Principal, the exclusion of the BIDDER(s)/Contractor(s) could be revoked by the Principal if the IMSP (s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

4.1 The BIDDER(s)/Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti- corruption/transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the TENDER process.

4.2 If the BIDDER(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the TENDER process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

SECTION 5 – COMPENSATION FOR DAMAGE

5.1 If the Principal has disqualified the BIDDER(s)/Contractor(s) from the TENDER process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.

5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL IMSPS/CONTRACTORS

6.1 The Principal will enter into Integrity Pact on all identical terms with all IMSPs and contractors for identical cases.

6.2 The BIDDER(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub- vendor(s)/ associate(s), if any, and to submit the same to the Principal along with the TENDER document/contract before signing the contract. The BIDDER(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/ sub-vendors / associates.

6.3 The Principal will disqualify from the TENDER process all IMSPs who do not sign this Integrity Pact or violate its provisions.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/CONTRACTORS

7.1 If the Principal receives any information of conduct of an BIDDER(s)/Contractor(s) or sub-contractor/ sub- vendor/associates of the BIDDER(s)/Contractor(s) which constitutes corruption or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extend the parties comply with the obligations under this pact.

8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.

8.3 The BIDDER(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the BIDDER(s)/Contractor(s). The BIDDER(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents BIDDER(s)/Contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the BIDDER(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within toweeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8.7 The word 'Monitor' would include both singular and plural.

8.8 Details of the Independent External Monitor appointed by Principal at present is furnished below:

SECTION 9 - FACILITATION OF INVESTIGATION

9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER(s)/Contractor(s) and the BIDDER(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

SECTION 10 - LAW AND JURISDICTION

10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall the seat of the Principal.

10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

SECTION 11 – PACT DURATION

This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/ guarantee period of the project /work awarded, to the fullest satisfaction of the Principal.

If the BIDDER(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the BIDDER(s)/Contractor(s).

If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 12 - OTHER PROVISIONS

12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate office of the Principal at Bengaluru.

12.2 Changes and supplements as well as termination notices need to be made in wrITIng by both the parties. Side agreements have not been made.

12.3 If the BIDDER(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.

12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.5 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with interpretation thereof shall not be subject to any Arbitration.

12. 6 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation.

Name Designation.

Witness:

1.

1.

2.

2.



Bihar Renewable Energy Development Agency
(A Government Agency under Energy Department)

Expression of Interest (EOI)

For

Empanelment of Executing Agencies for Design, Supply, Installation, Testing, Commissioning with Comprehensive Maintenance Contract (CMC for 5 years) including Remote Monitoring System (RMS) of Smart Solar Street Light System on the identified existing electric pole under ‘Mukhyamantri Gramin Solar Street Light Yojana’ in Bihar State.

EOI No: BREDA/EoI/SPV/MGSSLY/09/2023-24

Bihar Renewable Energy Development Agency

(A Govt. Agency under Energy Department)

2nd Floor, “Vidhyut Bhawan” Building No- II, Bailey Road,
Patna – 800021. Bihar

Tel: 0612-2505734 Fax: 0612-2505572

Toll Free: - 18003456204

Website: www.breda.bih.nic.in



Bihar Renewable Energy Development Agency

(A Govt. Agency under Energy Department)

2nd Floor, “Vidhyut Bhawan” Building No- II, Bailey Road,
Patna – 800021. Bihar

Tel: 0612-2505734 Fax: 0612-2505572, Toll Free No. - 18003456204

Website: www.breda.bih.nic.in Email: breda.gov@gmail.com

(Through e-procurement mode only- www.eproc2.bihar.gov.in)

EOI No: BREDA/EoI/SPV/MGSSLY/09/2023-24

NOTICE INVITING EXPRESSIONS OF INTEREST (EOI) FOR EMPANELMENT

Panchayati Raj Department (PRD), Govt. of Bihar vide resolution Memo No- 5465 Dtd- 17-09-2021 had nominated/ authorized “Bihar Renewable Energy Development Agency (BREDA, a Govt. agency under Energy Department)” as PRD’s technical consultant agency for the project “**Mukhyamantri Gramin Solar Street Light Yojana**” and accordingly BREDA has initiated this Expression of Interest (EOI) for the empanelment of Executing Agencies.

WHEREAS Bihar Renewable Energy Development Agency, a Government Agency under Energy Department of Bihar Government (hereinafter called “BREDA”) invites Bids through Expression of Interest (EOI) from the Bidders fulfilling the Minimum Eligibility Criteria specified hereunder,

Description of work	EMD	Tender Document Cost	Bid Processing Fee
Empanelment of Executing Agencies for Design, Supply, Installation, Testing, Commissioning with Comprehensive Maintenance Contract (CMC for 5 years) including Remote Monitoring System (RMS) of Smart Solar Street Light System on the identified existing electric pole under ‘Mukhyamantri Gramin Solar Street Light Yojana’ in Bihar State”.	Rs. 50 Lacs <i>to be paid through (Internet Payment Gateway (IPG), Challan) or Bank Guarantee from any Nationalized/ Scheduled Commercial Bank.</i>	Rs. 29,500/- inclusive GST @ 18% (Non-Refundable) <i>To be paid through online modes i.e. Internet Payment Gateway (Credit/Debit Card), Net Banking, etc.</i>	As per E-Proc2

The Timeline for the above Tender is as follows:

Start Date of Online Sale of Tender Document	02/07/2024 at 10 .00 Hrs. onwards
Pre-Bid Meeting Date (Physical)	12/07/2024 at 11 .00 Hrs. Bihar Renewable Energy Development Agency”, 2nd Floor, Vidyut Bhawan, Building No.2, Bailey Road, Patna – 800021. Bihar.
Last Date of Online Submission of Tender Document	Upto 23:30 Hrs. of 23.07.2024
Last Date of Submission of Original EMD & Bid Processing Fee and Tender Document with Required Mandatory Supporting Documents (Hard Copy)	Upto 14:00 Hrs. of 24.07.2024
Date of Opening of Techno-Commercial Part (Part-I)	15:30 Hrs. onwards on 24.07.2024
Date of Opening of Financial Part (Part-II)	To be intimated to the eligible Bidders through e-mail.

Minimum Eligibility Criteria are as follows:

- The Bidder should be incorporated in India under **Companies Act, 1956 or 2013/** and further amendment (s)
Or
JV or Consortium of **maximum two companies** (Both should be incorporated in India under Companies Act, 1956 or 2013/ and further amendment (s).
- Sole Bidder/ Any Members of JV/ Consortium should have commissioned at least **10,000 nos.** of Solar Street Lighting Systems during last seven (07) Years before date of submission of bid. (*Required experience certificate issued from SNA/ Gov. Organization/ Semi- Govt./ SECI/ DISCOM*).
Or
Sole Bidder/ Any Members of JV/ Consortium should have commissioned at least **5 MW cumulative capacity of OFF-Grid/ Hybrid/ Grid -Tied SPV Solar Power Plant** during last seven (07) Years before the date of submission of bid. (*Required experience certificate issued from SNA/ Govt. Organization/ Semi- Govt./ SECI/ DISCOM*).
Or

Sole Bidder/ Any Members of JV/ Consortium should have installed meters for **at least 2 lacs nos.** of household with Gas Connection/ Water Connection/ Smart Meter during last seven (07) Years before the date of submission of bid. *(Required experience certificate issued from SNA/ Govt. Organization/ Semi- Govt./ SECI/ DISCOM)*

3. The bidder should have Minimum Average Annual Turnover (MAAT) of INR **20 Crore** during the last three financial years. In Case of JV/ Consortium, the Lead Member must meet at least 51% of the required MAAT. *(The bidder should submit Auditor (CA) Certificate and Audited Financial Statement for the last 3 financial years.)*
4. Sole Bidder/ Both Members of JV/ Consortium should have **Positive (+ve)** Net worth at the close of the preceding financial year. *(Auditor's certificate shall be submitted for the same).*
5. Sole Bidder/ Lead Member of JV/ Consortium should submit Banker Credit Facility Certificate for **Rs. 25 Crore.** *(To be issued from Nationalized /Scheduled Commercial Banks only).*

Or

Sole Bidder/ Lead Member of JV/ Consortium should submit Working Capital Certificate for a value of **Rs. 25 Crore.** *(To be issued by a Chartered Accountant/ Firm as per format (Format- 21)*

6. Sole Bidder/ Both Members of Consortium should have valid PAN & GST registration certificate.
7. Sole Bidder/ Both Member of Consortium should not have been blacklisted/ Debarred by any Government Department, Organization, Agency, Authority, or any Public Sector Undertaking (PSU) as on the date of Bid submission. *Undertaking regarding this on 1000/- Non- Judicial Stamp Paper duly notarized shall be submitted by the bidder at the time of bid submission. Failing which the bid shall be liable to be rejected. (As per format-15)*

➤ **Bid Information**

1. Bids against this tender are being invited through e-Tendering mode only. Tender document is available in downloadable format at <https://eproc2.bihar.gov.in> after paying tender document fee which is mandatory to be paid through online modes i.e. Internet Payment Gateway (Credit/Debit Card), Net Banking, etc.
2. Bid along with necessary online payments must be submitted through e-procurement portal <https://eproc2.bihar.gov.in> before the date & time specified in the NIT. The department doesn't take responsibility for the delay/ non-submission of Tender/ Non-Reconciliation of online payment caused due to non-availability of internet connection, network traffic, holidays or any other reasons.
3. Bid must be accompanied with scan copy of Acknowledgement of online payment of Tender Document Cost & E-Tender Processing Fee and Original Bank Guarantee towards Bid Security (EMD) & Original Demand Draft towards Bid Processing Fee must be submitted to Project Director, BREDA 2nd Floor, Vidyut Bhawan, Building No.2, Bailey Road, Patna **Upto 14:00 Hrs. of 24.07.2024** failing which the bidder will not be eligible.
4. Bidders are required to submit the documentary proof for the qualifications mentioned above.
5. Notwithstanding anything stated above, BREDA reserves the right to assess the capabilities and capacity of the Bidder to perform the Contract, the circumstances warrant such assessment in the overall interest of BREDA.
6. All documents must be received in hard copy by BREDA not later than the time and date stated in the Invitation for Bid (IFB). Each Envelopes should be duly sealed, stamped and marked with EoI Number and should be superscribed on the envelope as **"Empanelment of Executing Agencies for Design, Supply, Installation, Testing, Commissioning with Comprehensive Maintenance Contract (CMC for 5 years) including Remote Monitoring System (RMS) of Smart Solar Street Light System on the identified existing electric pole under 'Mukhyamantri Gramin Solar Street Light Yojana' in Bihar State"**.
7. All formats and relevant documents as required in the EOI shall be spiral bounded and should be flagged and page number with proper seal & signature on each page. Details of flag should be mentioned in the covering letter.
8. Detailed NIT/EOI can be seen at website- www.eproc2.bihar.gov.in or www.breda.bih.nic.in
9. The BREDA reserves the right to reject any or all Bids or cancel/withdraw the Invitation for Bids (IFB) without assigning any reason whatsoever and in such case, no Bidder/ intending Bidder shall have any claim arising out of such action.
10. BREDA intends to undertake a competitive bidding process in order to shortlist and qualify a suitable Bidder, who shall be eligible for evaluation of their price bids towards selection of the successful bidder in terms of the EoI for award of the project.
11. The successful Bidder, at the end of the bidding process, shall be empaneled by BREDA to implement the project on EPC basis. The Contractor (the successful Bidder) shall be responsible for design, engineering, procurement, construction, and maintenance of the project in terms of the agreement to be signed between the contractor and BREDA. Further, the contractor shall be responsible for remedying all defects and deficiencies expected during the

defect's liability period in terms of the EPC contract.

12. The details of the bidding process and summary of the scope of works for the project are included in the EoI document.
13. Any other information including corrigendum/addendum, if any, shall be uploaded on e-procurement website and the bidders are advised to follow and keep track of BREDA/e-procurement website for updated information if any. BREDA is not obligated to send/ communicate separate information in this regard. However, for any enquiry bidders may contact on following: -
 - (i) Contact No: - 0612-2505730, 7366962559, 9262813419.
 - (ii) E-mail Id- breda.gov@gmail.com

**Project Director,
BREDA, Patna**

DISCLAIMER

1. This EoI is not transferrable.
2. Though adequate care has been taken while preparing the EoI document (inclusive of Formats and Annexure), the Bidder shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from prospective Bidder on or before pre-bid meeting date, it shall be considered that the EoI/ NIT document is complete in all respects and has been received by the Bidder.
3. BREDA reserves the right to modify, amend or supplement EoI documents including all formats and annexure at any time before last date of Bid submission. Interested Bidders are advised to follow and keep track of www.eproc2.bihar.gov.in web-site for updated information. BREDA is not obligated to send/ communicate separate notifications for such notices/ amendments/ clarification etc. in the print media or individually. BREDA shall not be responsible and accountable for any consequences to any party.
4. While this EoI has been prepared in good faith, neither BREDA nor their employees or advisors make any representation or warranty, expressed or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omissions herein, or the accuracy, completeness or reliability of information and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this EoI, even if any loss or damage is caused by any act or omission on their part.
5. The capitalized term or any other terms used in this tender document, unless as defined in EoI or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 or Company Act, 1956/2013, Income Tax Act, and the rules or regulations as per applicable Acts.

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement(s) or document(s) be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

SECTION - 1
INSTRUCTIONS TO BIDDERS (ITB)

1.1 Scope of Work

The Scope of work includes “**Design, Supply, Installation, Testing, Commissioning with Comprehensive Maintenance Contract (CMC for 5 years) including Remote Monitoring System (RMS) of Smart Solar Street Light System on the identified existing electric pole under ‘Mukhyamantri Gramin Solar Street Light Yojana’ in Bihar State**”. Any work not mentioned above but is required to be done for successful commissioning of the SSLs shall be done by executing agencies. Any work required for completion of the SSLs but has not been done by the executing agencies shall be done by PRD at bidder’s agency’s cost and risk.

The scope of work also includes mandatory opening of at least one service center in the concerned district in the bidder’s name at relevant locations through which servicing and maintenance of installed SSLs should be provided as stipulated in Bid document. The maintenance shall include detailed testing for fault identification & its rectification shall include replacement/ repair of any damaged parts/ components to restore the system to working condition. Apart from this, any complaint registered/ service calls received/ IVRS/ faults notified in the report generated through the Remote Monitoring System (RMS)/Central Monitoring System (CMS) or any other legal means should be attended & rectified within **48 hours**.

- 1.1.1 All the installation should be as per tender technical specification as detailed in section-4 and EoI norms.
- 1.1.2 The Solar Street Light System shall be installed on the Existing Electric Pole by using corrosion free Hot Dipped Galvanized metallic frame/ angle/ Structure/ Fasteners.
- 1.1.3 For installation of Solar Street Light, the Executing Agency/ Representative of Panchayati Raj Deptt. shall request to the concerned DISCOM authority for shut down/ restoration of electric supply in the area of installation for its isolation, wherever if required.
- 1.1.4 The location(s) of the Existing Electric Pole where Solar Street Light System is to be installed, shall be identified, and provided by PRD.
- 1.1.5 The Components of the Solar Street Light System (i.e. Minimum 120 Wp Solar PV Module, Minimum 12.8 Volt, 54 Ah LiFePo4 Battery, 20-Watt Luminaire (White-LED based)) including all accessories, supplied by the bidders shall be procured from manufacturer/vendor approved by the BREDA as detailed in clause no.1.1.10.
- 1.1.6 The design, engineering, manufacture, supply, installation, testing and performance of the equipment shall be in accordance with latest appropriate IEC/Indian Standards as detailed in the Section- 4 (Technical specifications) of the bid document. Wherever appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE shall be used.
- 1.1.7 The specifications of the components should meet the Technical Specifications mentioned in Section -4.
- 1.1.8 Any supplies which have not been specifically mentioned in this Contract, but which are necessary for the design, engineering, manufacture, supply & performance, or completeness of the project shall be provided by the Agency without any extra cost and within the time schedule for efficient and smooth Comprehensive Maintenance Contract of the SSLs.
- 1.1.9 The executing agency has to submit all the relevant test certificates to BREDA as stipulated in tender document prior to initiating the procurement of the materials.
- 1.1.10 **Manufacturer/ Vendor Approval**

BREDA may engage an Authorized representative responsible & accountable for assuring quality in works. For the purpose of material inspection, materials have been segregated into two categories as mentioned below:

- i. Type – A Material shall include Minimum 120 Wp Solar PV Module, Minimum 12.8 Volt, 54 Ah LiFePo4 Battery, 20-Watt Luminaire (White-LED based) which involves important testing procedures and shall be purchased from the Manufacturers/ Vendors approved by BREDA and (Pre-dispatch

Inspection) PDI of such material shall be done at factory premises.

ii. Manufacturers/ Vendors shall be approved by BREDA, provided that the capability of manufacturer/ Vendor is suitably assessed as per EoI and the vendor has all the required certificates in accordance with latest appropriate IEC/Indian Standards as detailed in the Section- 4 (Technical specifications) of the bid document.

iii. The format for vendor approval is attached as Checklist with Format 20. The format for vendor approval is attached as Checklist with Format 20.

iv. It shall be mandatory for the executing agencies to get manufacturer/vendor (of type –A &Type- B material) approved by BREDA within two months from the date of execution of empanelment agreement. However, executing agencies may request for approval of other manufacturer/vendor (of type –A &Type- B material) by BREDA in later stage.

1.1.11 After approval of Manufacturer/ Vendor, the executing agency shall provide the Guaranteed Technical Particulars for Type-A materials which shall be as per Section- 4 (Technical specifications) of the bid document and shall be approved by BREDA.

1.1.12 Subsequent to the approval of the Manufacturer/ Vendor, the Executing agency shall have to inform BREDA about the readiness of the lot size of material which is to be dispatched from the manufacturer's/ vendor's unit with a minimum **Fifteen (15) days** in advance notice for pre-dispatch inspection (PDI) by BREDA or TPA.

1.1.13 On receipt of such request BREDA shall further inform to the agency on the confirmation of dates for inspection by BREDA/ TPA within **seven days**. The inspection of these materials will be carried out in the factory before the dispatch of the material.

1.1.14 Inspections call raised by the agencies shall be carried out in the following manner:

- i. **First inspection call of the Type-A material raised by the Executing agencies-** PDI shall be carried out by BREDA or TPA and shall randomly select samples from the 1st lot for each Executing agency of all the three components i.e. SPV module, Luminary & LiFePo4 Battery which shall be directly submitted to NISE, Gurugram or NABL/BIS/MNRE accredited labs for Full test certificate of the complete proposed Solar Street Light System. All the expenses (excluding Inspector fee) incurred for testing from NISE, Gurugram or NABL/BIS/MNRE accredited labs would be borne by the agency
- ii. For subsequent inspections call raised by the Executing agencies for Type-A material from approved manufacturers/ vendors- PDI shall be carried out by BREDA or TPA and may randomly select samples from the given lots and may directly send those samples to NISE, Gurugram or NABL/BIS/MNRE accredited labs for each Executing agency. All the expenses incurred for testing from NISE, Gurugram or NABL/BIS/MNRE accredited labs would be borne by the BREDA. However, In case of Failure of any of the Material, the same will be paid/re-imbursed by the agency.
- iii. It may also to be noted that material clearance of the lot under testing shall only be given post receipt of successful test results. The inspection reports for all the in-house/ acceptance /routine tests carried out at factory labs located in its premises along with observations would be jointly signed by BREDA or TPA and the manufacturer/ vendor.
- iv. Subject to the receipt of satisfactory Full test certificate of the complete proposed Solar Street Light System from NISE, Gurugram or NABL/BIS/MNRE accredited labs (if applicable) and PDI done, BREDA shall issue the dispatch instruction (DI) for the lot for which the inspection call had been raised and inspected. Material shall be delivered at warehouse **within 21 days** after DI has been issued.
- v. After receipt of the material of inspected lot at warehouse in District Level, the executing agency have to raise inspection call for inspection/ verification of supplied material to ensure the delivery of same inspected material.
- vi. After successful verification of the material, the executing agency shall proceed for installation of SSSL on existing poles identified by PRD.

- 1.1.15 **Type – B (Warehouse inspection)** -This type includes the materials like cables, connectors, Module mounting structures, mounting structure for Luminary, fasteners etc. and the materials shall be inspected upon arrival at the warehouse of the agency before the installation. The agency shall arrange to maintain the necessary tools and tackles required for inspection.
- 1.1.16 Vendors shall be approved by BREDA for Type- B materials, provided that the capability of manufacturer/Vendor is suitably assessed as per EoI and the vendor has all the required certificates in accordance with latest appropriate IEC/Indian Standards as detailed in the Section-4 (Technical specifications) of the bid document
- 1.1.17 In case, BREDA is apprehensive about the quality of the material supplied, it reserves the right to send the randomly selected sample from the lot to the NISE, Gurugram or NABL/BIS/MNRE accredited test labs for testing. All materials shall have the required certificates in accordance with latest appropriate IEC/Indian Standards as detailed in the Section- 4 (Technical specifications) of the bid document. In such cases, all the expenses incurred for testing from NABL/BIS/MNRE accredited labs would be borne by the agency.
- 1.1.18 Agency shall supply District -wise kits of all the tools and tackles for the inspection, monitoring and performance check of the SSLS i.e. 1. Clamp Meter (compatible for 1000V DC able to measure Direct Current) 2. Multimeter 3. Lux Meter 4. Weighing Machine and any test equipment /tools & tackles as required.
- 1.1.19 After successful verification/inspection of the material, the executing agency shall proceed for installation of SSLS on existing poles identified by PRD.
- 1.1.20 During material inspection/ verification at established District wise warehouse, if any component/ material is not meeting the product's as per EoI terms & condition then the complete lot will be rejected by BREDA/ PRD, Govt. of Bihar.
- 1.1.21 BREDA reserves the right to send any material from the warehouse of the agencies, installed equipment/material at the site or during the CMC period of the SSLS to the NABL/ BIS/ MNRE accredited test lab for testing. BREDA shall bear all testing related expenses in this regard. In case, any defects or quality deviation are found in such tests, the agency must bear all the testing related expenses. Also, immediate remedies like replacement or rectification of such defective materials must be ensured by the agency as directed by BREDA, failing which BREDA may initiate strict financial and administrative sanctions on the agency as per EoI. At any point of time (at the factory premises or at warehouse or at site), if any defects or quality deviations are found or failure of any of the sample tests (manufactured for purpose of supply against this EoI) is recorded then the entire lot (for which the test were conducted) shall be rejected and the following actions shall be taken by BREDA at its discretion:
- (i) The manufacturer/vendor approval may be cancelled.
 - (ii) The entire lot has to be replaced without any cost implication to BREDA.
 - (iii) Repeated failure of sample tests shall lead to debarment and blacklisting of the agency and the vendor from rendering their services or products in all future projects of BREDA or Govt. of Bihar.
- 1.1.22 The “Bihar Policy for Promotion of Bihar New & Renewable Energy Sources 2017”, “Bihar Stores Purchase Preference Policy 2002” along with any relevant policies for promotion of domestically manufactured materials in the state of Bihar shall be applicable on the materials to be procured by the agencies for installation & commissioning of SSLS under the scheme.
- 1.1.23 After successful commissioning of last solar street light system against the issued work order, the Executing Agency shall maintain the solar street light system in working condition for period of five (05) years under Comprehensive Maintenance Contract (CMC).
- 1.1.24 All the expenditure to be incurred for the CMC of the system for the period of five (05) years from the date of commissioning shall be borne by the Executing Agency.
- 1.1.25 The CMC for the period of five (05) years shall cover the availability of tools and tackles, spare parts, any consumables.
- 1.1.26 The complete Solar Street Light System must be guaranteed against any manufacturing/ design/ installation

defects for a minimum period of five (05) years.

- 1.1.27 During the CMC period, BREDA/ PRD, Govt. of Bihar will have all the rights to check the performance of the installed system.
- 1.1.28 During CMC period of the systems, if there is any loss or damage of any component due to miss management/ mishandling or due to any other reasons pertaining to the deputed personnel by the Executing Agency, what-so-ever, the Executing Agency shall be responsible for immediate replacement/ rectification. The damaged component shall be replaced by new component.
- 1.1.29 BREDA/ PRD, Govt. of Bihar may carry out the frequent inspections of installed systems and randomly pick up its components/ complete system to get them tested at MNRE approved or accredited labs. The overall cost for the inspection will be borne by Executing Agency. If during such tests any part is not found as per the specified technical specifications mentioned in this EoI, BREDA/ PRD, Govt. of Bihar will take the necessary action and decision of BREDA/ PRD, Govt. of Bihar in this regard will be final and binding on the bidder.
- 1.1.30 Third Party Inspection (TPI) of work shall be done by PRD, Govt. of Bihar on random basis.
- 1.1.31 The Executing Agency shall be responsible/ liable to provide any other item/ facility/ service not mentioned in this document but required for Successful Commissioning/ Completion/ Comprehensive Maintenance Contract (CMC) of the project, without any additional financial liability whatsoever.
- 1.1.32 Standard Project contingencies & uncertainties should be taken into account, while quoting for the EoI.
- 1.1.33 The Bidder is advised to read carefully all instructions and conditions appearing in Bid document and understand the scope of work fully. All information and documents required as per the Bid document must be furnished with the bid. Failure to provide the information and/ or documents as required shall render the bid unacceptable for evaluation of technical bid. All bidders qualifying technical stage shall be treated at par. Financial Bid of bidder qualifying at technical stage only shall be opened.

1.2 Cost of Bidding

- 1.2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and BREDA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 1.2.2 Bidders are requested to submit realistic quotes for Successful Installation and Commissioning along with five (05) years Comprehensive Maintenance Contract (CMC) of the Solar Street Light System.

1.3 Clarifications and Amendments

- 1.3.1 The interested bidders requiring any clarification of the Bidding Documents shall make a request to the BREDA in writing provided that such request is received not later than Pre-bid date.
- 1.3.2 At any time prior to the deadline for submission of Bids, BREDA may amend the Bidding Document by issuing amendment/ addendum/ corrigendum. Any amendment/ addendum/ corrigendum issued shall be part of the Bidding Document and shall be communicated to all who have obtained the Bidding Document from the BREDA.
- 1.3.3 Amendments/ addendum/ corrigendum to Bidding Documents issued by BREDA, if any, must be signed and submitted along with the Bid and the Bid submitted by the Bidder shall take into account all such amendments/ addendum/ corrigendum. If acceptance of the terms and conditions given in the Bidding Documents/ amendment has any price implications, the same shall be included in the price part.

1.4 Language of Bid

- 1.4.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and BREDA, shall be written in English language. If the supporting documents and printed literature that are part of the Bid are in another language, they should be accompanied by an accurate translation of the relevant passages in English language in which case, for purposes of interpretation of the Bid, such translation shall govern.

1.5 Bidding Process

1.5.1 Bid Formats

The Bid in response to this EOI shall be submitted by the Bidders in the manner of fulfil after Minimum Eligibility Criteria. The Bid shall comprise of the following in hard copy:

(A) Envelope- I (Proof of Cost of Bidding Document Fee & Earnest Money Deposit (EMD))

- i. Proof of Cost of Bidding Document fee @ Rs. 29,500/- (Including 18% GST) to be paid through (Internet Payment Gateway (IPG), Challan).
- ii. Earnest Money Deposit (EMD) INR 50,00,000/- (Fifty Lacs only) to be paid through Bank Guarantee as per Format- 8 from any Nationalized /Scheduled Commercial Bank (In Original)

Note: All formats and relevant documents as required in the EOI shall be spiral bind and should be flagged along with indexing and page number with proper seal & signature on each page. Details of flag should be mentioned in the covering letter

(B). Envelope- II Techno-Commercial Documents

- i. Check List as per prescribed Format- 1
- ii. Covering Letter of bidders as per Format- 2
- iii. Document in support of meeting Minimum Eligibility Criteria.
- iv. Certificates of incorporation of bidders.
- v. Original Power of attorney/ Board resolution issued by the bidder in favour of the authorized person for signing the Bid, in the form attached hereto as Format- 3.
- vi. Details for meeting minimum cumulative 10,000 nos. of Solar Street lighting systems commissioned during last seven (07) Years before the date of submission of bid).

OR

At least **5 MW** cumulative capacity of Off-Grid/ Hybrid/ Grid-Tied SPV Solar Power Plant commissioned during last seven (07) Years before the date of submission of bid.

OR

Should have installed meters for at least 2 lacs nos. of household with Gas Connection/ Water Connection/ Smart Meter during last seven (07) Years before the date of submission of bid.

- vii. Details for meeting Minimum Average Annual Turnover (MAAT) criteria of Minimum Eligibility Criteria in the prescribed Format- 5 & 6, along with Audited Financial Statement for last 3 years as documentary evidence for the same.
- viii. Current Contract Commitment as per Format- 7
- ix. Details for meeting Banker Credit Facility Certificate Criteria of Minimum Eligibility Criteria with Banker Credit Facility Certificate issued from Nationalized /Scheduled Commercial Bank as documentary evidence for the same.

OR

Details for meeting Working Capital Certificate Criteria of Minimum Eligibility Criteria with Working Capital Certificate issued from Chartered Accountant/ Firm as documentary evidence for the same.

- x. Signed and stamped Copy of PAN & GST registration certificate.
- xi. Undertakings towards not being Blacklisted on 1000/- Rs. Non-Judicial Stamp paper duly notarized as per Format- 15.
- xii. Signed and stamped Copy of EOI Documents including amendments, clarifications & supporting documents by Authorized signatory on each page.

1.6 Period of Validity of Bids

- 1.6.1 Bids shall remain valid for a period of 180 days from the date of opening of Technical Bid. A Bid valid for a shorter period shall be rejected by the BREDA as non-responsive.
- 1.6.2 In exceptional circumstances, validity of Bid may be extended on or before the date of expiry on mutual consent of Bidder and BREDA for another six months. The consent and the responses shall be made in writing. If a Bidder/ BREDA accept to extend the validity of Bid, the validity of Earnest Money Deposit (EMD) shall also be suitably extended. A Bidder may refuse the request to extend the validity of Bid without forfeiting its Earnest Money Deposit (EMD). A Bidder accepting the request shall not be required or permitted to modify its Bid.

1.7 Period of Validity of Empanelment

- 1.7.1 The Empanelment shall remain valid for a period of Two (02) Years from the date of signing of Empanelment Agreement to be signed between Successful Bidders and BREDA for compliance on fulfillment of terms & conditions of this EoI.
- 1.7.2 In exceptional circumstances, validity of Empanelment Agreement to be signed between Successful Bidders and BREDA for compliance on fulfillment of terms & conditions of this EoI may be extended on or before the date of its expiry on mutual consent of Bidder and BREDA, for another One (01) Year. The consent and the responses shall be made in writing. If a Successful Bidder/ BREDA accepts to extend the validity of Empanelment/ Agreement, The Bidder may refuse the request to extend the validity of agreement to be signed between Successful Bidders and BREDA for compliance on fulfillment of terms & conditions of this EoI. The Bidder shall not be permitted to modifying the terms & conditions of this EoI, on account of such extension.
- 1.7.3 A separate Contract Agreement shall be executed between Successful Bidders and representative of PRD, Govt. of Bihar for execution of work in allocated district(s) till the period of successful completion of CMC period (05 years) and activities as per EoI.

1.8 Earnest Money Deposit (EMD)

- 1.8.1 The Bidder shall furnish Earnest Money Deposit (EMD) in a separate sealed envelope-I in the amount and currency as stipulated in the Invitation for Bid (IFB).
- 1.8.2 The Earnest Money Deposit (EMD) INR 50,00,000.00 (Fifty Lacs only) to be paid through Bank Guarantee as per Format- 8 with period of Twelve (12) months from the date of opening of Technical Bid from any Nationalized /Scheduled Commercial Bank, which shall be extended as per clause no. 1.7.2, if required.
- 1.8.3 Any Bid not accompanied by prescribed Earnest Money Deposit (EMD) shall be rejected by BREDA as non-responsive.
- 1.8.4 The Earnest Money Deposit (EMD) of all the unsuccessful Bidders will be returned as promptly as possible, but not later than thirty (30) days after the expiration of the Bid Validity Period. The Earnest Money Deposit (EMD) of the Successful Bidder with whom the empanelment agreement shall be signed, will be returned after submission of Performance Bank Guarantee (PBG) of equivalent or more amount.
- 1.8.5 The Earnest Money Deposit (EMD) may be forfeited.
- (i) If the Bidder withdraws or varies its Bid during the period of Bid validity.
 - (ii) If the Bidder does not accept the arithmetical correction of its Bid Price.
 - (iii) If the Bidder/its representative commits any fraud while competing for this Contract.
 - (iv) In the case of a Successful Bidder, if the Bidder fails to sign the Empanelment Agreement, to be signed between Successful Bidders and BREDA for compliance on fulfillment of terms & conditions of this EoI.
 - (v) In the case of a Successful Bidder, if the Bidder fails to sign the Contract Agreement, to be signed between Successful Bidders and representative of PRD, Govt. of Bihar for compliance on fulfillment of terms & conditions of this EoI and/or to furnish the required Performance Bank Guarantee within the specified time limit.
- 1.8.6 No interest will be paid for Earnest Money Deposit (EMD) by BREDA to the bidder.

1.9 Deviations to Commercial Conditions

- 1.9.1 The Bidder is not permitted to take deviation to any of the Commercial Conditions contained in Instructions to Bidders, Bids Evaluation Procedure and General Conditions of Contract. In case the bidder deviates to any of the conditions of the aforesaid Sections, its Bid will be considered as non- responsive. Any deviation whatsoever shall be in line with existing government policy will be consider.

1.10 Basis of Price

- 1.10.1 The price quoted by the Bidders shall be fixed and firm for the duration of the Contract period (02 years)

and shall include all taxes, duties, levies including the GST and all other applicable taxes. The Bidders shall quote the price for the entire system and installation & commissioning services on “EPC Single Point Responsibility Basis” such that the total Bid price covers all the bidder’s obligations mentioned in or to be reasonably inferred from the Bidding Document in respect of the scope of work. This includes all requirements under the bidder’s responsibilities for Supply, Installation & Commissioning, Services, Testing of the System/ Equipment, Remote Monitoring System (RMS), Data Plan for RMS, Telecommunication Charges, Comprehensive Maintenance Contract (CMC), Insurance, Training Services and such other items, all in accordance with the requirements of the General Conditions of Contract and Technical Specifications.

1.10.2 The price shall include supply & service of complete system not mentioned in this document but required for successful Commissioning/ Completion/ CMC of the project, without any additional financial liability whatsoever.

1.11 Signing, Sealing and Submission of Bids

1.11.1 Bid along with required documents with stamp & signed by authorized representative of the bidder must be uploaded at e-proc2 website www.eproc2.bihar.gov.in and must be submitted in hard copy at BREDA office failing which the bid shall be rejected. However, bid document uploaded on the e-proc2 website www.eproc2.bihar.gov.in will be considered for the evaluation process.

1.11.2 In case a specified date for submission of Bid being declared a holiday for BREDA, the Bids will be received up to the appointed time on the next working day. BREDA shall not consider any Bid that is received after the deadline for the submission of Bids and the same shall be declared as received late, rejected and returned unopened to the Bidder.

1.12 Bid Opening & Evaluation

1.12.1 Technical Bid Document Envelope of the Bidders shall be opened at BREDA office, in the presence of Technical Committee Members and representative of bidders who wish to be present.

1.12.2 The technical bids shall be evaluated & compared by the BREDA which has been determined to be substantially responsive in line with the requirements mentioned in the EOI.

1.12.3 **It should be clearly noted that Part –I (Technical Bid) should not contain any price bid.**

1.12.4 The bidders whose technical bids are declared as technically qualified shall be informed accordingly and their Price Bids shall be opened.

1.12.5 The financial bids of those Bidders who qualifies minimum eligibility criteria will be opened on www.eproc2.bihar.gov.in in the presence of the Bidder’s representatives who choose to attend at the address, date and time intimated by BREDA.

1.12.6 The BREDA will open the financial bids at the time, on the date and at the place specified in the Invitation for Bid (IFB) through e-tendering mode only at (www.eproc2.bihar.gov.in)

1.13 Allocation of Work

1.13.1 BREDA will examine the Bids to determine whether they are complete, whether required fees have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.

1.13.2 Based on the price quoted by the bidders in price bid, BREDA shall arrange the bids in the ascending order i.e. L1, L2, L3..... (L1 being the lowest quoted price bid). L1 bidder will be declared as successful bidder.

1.13.3 The other technically qualified bidders (except L1) shall be requested to match the L1 price.

1.13.4 Bidders who will match L1 price will also be considered as successful bidder. If any bidder does not match with L1 price in specified time frame, shall be declared as unsuccessful bidder.

1.13.5 Based on the L1 price match consents received in specified time frame, the bids shall be arranged.

1.13.6 PRD/ BREDA may decide the allocation of work based on work experience/ financials.

1.13.7 PRD will be intimated about the successful bidders along with allotted district(s).

1.13.8 Work Orders shall be issued by respective PRD or its authorized representatives & the successful bidder will have to execute the same. If the bidder denies executing the work order awarded as per EoI, then PRD

or its authorized representatives shall take appropriate action.

- 1.13.9 If bidder fails to execute the work as per the condition of contract, the work may be got done by any other empaneled bidder as decided by PRD, Govt. of Bihar/ BREDA.
- 1.13.10 In case need arises, PRD, Govt. of Bihar reserves the right to allocate, cancel or re-allocate the work to any executing agency.

1.14 BREDA's Right to Accept any Bid, and to Reject any or all Bids

- 1.14.1 BREDA reserves the right to accept or reject any Bid and to annul the Bidding process or reject all Bids at any time, without thereby incurring any liability to Bidders. In case of annulment, Bid Securities shall be returned to the Bidders.

1.15 Empanelment of Successful Bidder

- 1.15.1 BREDA shall empanel the Successful Bidder whose offer has been determined to be the lowest evaluated Financial Bid and is substantially responsive to the Bidding Document. Others bidders shall be asked to match L1 rate and depending upon their consent bidders may be empaneled with BREDA in this EoI.

1.16 Signing of Empanelment Agreement *(to be signed between Successful Bidders and BREDA for compliance on fulfillment of terms & conditions of this EoI)*

- 1.16.1 Within Seven (07) days after intimation by BREDA for the signing of Agreement for empanelment, the Successful Bidder shall sign the agreement with BREDA. The Empanelment Agreement shall be executed on at least 1000 INR Non- Judicial Stamp Paper purchased in BIHAR in specified format- which has been mentioned in EOI.

1.17 Signing of Contract Agreement *(to be signed between Successful Bidders and Representative of PRD, Govt. of Bihar)*

- 1.17.1 The empaneled Executing Agencies for the allotted districts, the Contract Agreement shall be made with Representative of PRD, Govt. of Bihar. The Contract Agreement shall be executed on at least 1000 INR Non- Judicial Stamp Paper purchased in BIHAR in specified format- which has been mentioned in EOI.

1.18 Effective Date of Contract Agreement *(to be signed between Successful Bidders and Representative of PRD, Govt. of Bihar)*

- 1.18.1 The Contract Agreement shall become effective from the date of signing of Contract Agreement between Successful Bidders and Representative of PRD, Govt. of Bihar and shall be remain valid for:
 - a) A period of 2 (Two) years for issuance of Work order to the Empaneled Executing Agency (subject to the validity of Empanelment period as per above clauses) and
 - b) Upto the period of successful completion of CMC activities as per EoI and CMC period (5 years) from Installation and Commissioning of the SSLs.
- 1.18.2 The validity of Contract Agreement may be extended on or before the date of expiry on mutual consent of both the parties for another One (01) Year. All the correspondences regarding the extension shall be made in writing. (BREDA approval for extension of empanelment)

1.19 Completion Time Schedule

- 1.19.1 Subsequent to signing of the Contract Agreement between Executing Agency and Representative of PRD, Govt. of Bihar the work order along with sites detail for the installation & commissioning of Solar Street Light System will be issued by PRD or its authorized representatives.
- 1.19.2 The Solar Street Light System covered under this EoI and, in particular, in the technical specifications of the EoI shall be designed, supplied, erected, tested and commissioned at the Site within **3 months** from the date of issuance of work order.
- 1.19.3 Each work order shall be completed within Three (03) Months. The Executing Agency shall supply the materials at designated warehouse in respective Districts against issued work order within 45 days from the issuance of work order and further Inspection of supplied material will be conducted at the warehouse by Officer/ representative authorized by the PRD & representative of BREDA. The Executing Agency

shall install & commission the SSLS at identified locations within 7(seven) days from successful inspection of the materials and activate the RMS within 3 (three) days from installation of SSLS.

- 1.19.4 In case the Executing Agency fails to achieve the completion of the work and establishing agreed guaranteed technical parameters, as specified in the EoI, from the issuance of work order date, PRD or its authorized representatives, without prejudice to its other remedies under the contract, ***shall levy a penalty on the Executing Agency at the rate of 5% of the unit Price per Week of delay subject to maximum upto 20% of the unit Price unless the time extension is allowed by PRD, Govt. of Bihar.*** Once the maximum penalty is reached, PRD or its authorized representative may consider for termination of the issued work order. If required early termination of the Work Order may be considered by PRD.

1.20 Performance Bank Guarantee (PBG)

- 1.20.1 The Successful Bidder has to furnish Performance Bank Guarantee of 5% issued LOI (letter of intimation) value to PRD, Govt. of Bihar or its authorized representative as per Format- 9

OR

The Successful Bidder has an option to furnish Performance Bank Guarantee of 2% issued LOI (letter of intimation) value to PRD, Govt. of Bihar or its authorized representative as per Format- 9 and 3% of the work order value shall be kept as retention money from the first payment against the supply of material for a particular work order for a period of 69 months & shall be released after successful completion of CMC period for a Particular Work Order. However, 3% retention money may be released after submission of the PBG value of 3% of work order value with validity of 69 months.

- 1.20.2 Payment shall be done by PRD or its authorized representative only after submission of PBG.
- 1.20.3 The Performance Bank Guarantee shall be valid for a period of 69 months to cover the DLP period as specified in this EoI.
- 1.20.4 The Performance Bank Guarantee shall be denominated in Indian Rupees and shall be in the form of a bank guarantee.
- 1.20.5 The Performance Bank Guarantee shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to PRD, Govt. of Bihar.
- If the Successful Bidder is not able to commission the projects as per EoI terms & conditions, PBG amount, pro-rata to the capacity not commissioned by the Successful Bidder.
 - In all the above cases corresponding unidentified/non-commissioned capacity shall stand cancelled.

1.21 SERVICE CENTER & Warehouse

- 1.21.1 The scope of work also includes mandatory opening of at least one service center in the concerned district(s) in the bidder's name at relevant location(s) in Bihar for servicing and maintenance of installed SSLS and that should be provided as stipulated in Bid document
- 1.21.2 The maintenance shall include detailed testing for fault identification & its rectification shall include replacement/ repair of any damaged parts to restore the system in working condition. Apart from this, any complaint registered/ service calls received / IVRS / faults notified in the report generated by the RMS/ CMS or any other legal means should be attended and rectified within 48 hours.
- 1.21.3 The executing agency shall be required to establish at least one Service Centre in concerned districts within one month from receipt of first work order with a Supervisor along with along with minimum Two nos. of qualified manpower having mobile number with WhatsApp for registering the complaints and its redressal of per 10,000 nos. of installed SSLS in the district.
- 1.21.4 The executing agency shall maintain at least 10% of the spare components required for rectification of the installed SSLS (Spares & Consumables) at the service center.
- 1.21.5 The service centers are required to maintain a service logbook for complaints redressal of the beneficiary.
- 1.21.6 The executing agency shall open a warehouse in concerned districts which will be used to store the Type - A material & Type-B material required for installation of Solar Street light system.
- 1.21.7 The warehouse shall be equipped with CCTV camera having remote monitoring facility and the footage backup should be available/maintained for at least 3 months. The materials should be stacked in an

organized manner so that the visual inspection may be done easily. PRD may deploy trained manpower at the warehouse having minimum qualification of ITI.

- 1.21.8 Online Inventory of material shall be maintained by the executing agencies which will be tagged with PRD portal. The Inwards/outwards of the material shall be updated on Real time basis along with detail of work order/Ward No. /gram Panchayat Name/ Block Name/ District name & others (if any).

SECTION – 2

BIDS EVALUATION PROCEDURE

2.1 Evaluation of Bids

- 2.1.1 The BREDA may carry out a detailed evaluation in order to determine whether the technical aspects are in accordance with the requirements set forth in the Technical Specification and commercial aspects are in conformity with the Bidding Documents. In order to reach such a determination, the BREDA will examine and compare the technical aspects of the Bids on the basis of the information supplied by the Bidders, taking into account the following factors:
- (a) Overall completeness and compliance with the Technical Specifications, suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the Bid. The Bid that does not meet acceptable standards of completeness, consistency and details will be rejected for non-responsiveness
 - (b) Any other relevant factors, if any, that the BREDA deems necessary or prudent to take into consideration.
 - (c) Compliance with the time schedule as specified in the Bidding Documents.
- 2.1.2 BREDA will examine the Bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.
- 2.1.3 Prior to the detailed evaluation, BREDA will determine whether each Bid is generally complete, acceptable and is substantially responsive to the Bidding Documents. BREDA's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence. If a Bid is not substantially responsive, it will be rejected by BREDA, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 2.1.4 BREDA reserves the right to seek clarifications/ information/ document considered necessary during examination/ evaluation of the Bids submitted and the same shall be furnished by the Bidder within the date and time specified by BREDA. Any clarification submitted by a Bidder that is not in response to a request by BREDA shall not be considered. BREDA request for clarification and the response shall be in writing. If a Bidder does not provide clarifications of its Bid by the date and time set in BREDA's request for clarification, its Bid may be rejected. Financial Bid will be opened only for technically qualified bidder.

SECTION - 3

GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) **“Beneficiary”** means representatives of Panchayati Raj Department.
 - (b) **“Bid”** means the Bid or the proposal and the attachments thereto submitted by the Bidder in the form and manner specified in the Bidding Documents
 - (c) **“Bidder”** means a person who submits its Bid in response to the Invitation for Bid (IFB) issued by BREDA.
 - (d) **“Chartered Accountant”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
 - (e) **“Company”** shall mean a company as defined under the Companies Act, 1956 including amendment thereto as in force;
 - (f) **“Competent Authority”** shall mean person or official who has issued the work order or higher rank;
 - (g) **“Contract Price”** means the L-1 price discovered and the price on which the Agreement / Contract Agreement
 - (h) **“Change in Law”** means the occurrence of any of the following events after the date of submission of bid of bid by the bidder resulting into any additional recurring/ non-recurring expenditure by the bidder or any income to the bidder:
 - (i) **“Contract Agreement”** means the Contract Agreement entered/ signed into/ between PRD or its authorized representative and Executing Agency;
 - (j) **“CMC”** means the Comprehensive Maintenance Contract;
 - (k) **“CMS”** means the Centralized Monitoring System;
 - (l) **“DI”** means the Dispatch Instruction;
 - (m) **“Empanelment Agreement”** means the Agreement entered/signed into/between BREDA and Executing Agency for compliance on fulfillment of terms & conditions of this EoI;
 - (n) **“Empanelment Agreement Documents”** means the documents listed below (including any amendments thereto):
 - (i) The Empanelment Agreement between BREDA and the Executing Agency and the attachments thereto;
 - (ii) Corrigendum to the EoI including any Clarifications issued by the BREDA in response to queries raised by bidders during Pre-Bid.
 - (iii) EoI Document
 - (iv) Designs and Drawings;
 - (v) Bid submitted by the Successful Bidder;
 - (vi) Acceptance of L1 price match (Other than L1)
- If there is an ambiguity or discrepancy or conflict within the Contract Documents, the priority of the Documents shall be in the order in which the Contract Documents are listed above. All Documents forming part of the Contract Documents are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.
- (o) **“Executing Agency”** means the Bidder(s) whosewho’s Bid to perform the Contract has been accepted by BREDA and is named as Executing Agency in the Agreement to be signed between Successful Bidders and BREDA for compliance on fulfillment of terms & conditions of this EoI, and includes the legal successors or permitted assigns of the Executing Agency.
 - (p) **“EPC”** means Engineering, Procurement and Construction
 - (q) **“Government”** means Government of India and /or Bihar Government and includes its departments, bodies, agencies, authorities etc.
 - (r) **“Guarantee Period”** means the period during which the Executing Agency shall remain liable for repair or replacement of any defective part of the Works performed under the Contract.

- (s) **“Index Number”** means unique identification number of each solar street light to be developed by bidder.
- (t) **“Latent Defect”** means the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the Defect Liability Period and cannot be detected by reasonable examination during inspection and testing by the BREDA/Beneficiary during the Defect Liability Period.
- (u) **“NIT”** means Notification Inviting Tender.
- (v) **“PBG”** means the Performance Bank Guarantee
- (w) **“PDI”** means Pre-Dispatch Inspection
- (x) **“Party”** means the BREDA or PRD, Govt. of Bihar or the Executing Agency, as the context requires, and **“Parties”** means all of them
- (y) **“Person”** means any individual, corporation, partnership, joint stock company, body corporate, trust, unincorporated organization, consortium, government or political subdivision or agency thereof
- (z) **“Project”** means Design, Supply, Installation, Testing, Commissioning with Comprehensive Maintenance Contract (CMC for 5 years) including Remote Monitoring System (RMS) of Smart Solar Street Light System on the identified existing electric pole under ‘Mukhyamantri Gramin Solar Street Light Yojana’ in Bihar State.
- (aa) **“PRD”** Means Panchayati Raj Department Govt. of Bihar.
- (bb) **“Site or location”**, means all over Bihar.
- (aa) **“SSLS”**, shall mean Solar Street Light System with RMS
- (bb) **“Successful Bidder”** means Executing Agency
- (cc) **“Written” or “In Writing”** means handwritten, typewritten, printed or electronically made, and resulting in a permanent record
- (dd) **“Works”** shall mean engineering, design, supply of plant and equipment, civil works, labor, services and complete erection, testing, commissioning of the equipment/ system including all transportation, handling, unloading, storage etc. to be carried out by the Executing Agency as per the EoI/Agreement/ Contract Agreement.

3.2 Amendment

- 3.2.1 No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each Party hereto.

3.3 Applicable Laws

- 3.3.1 The Contract shall be governed by and interpreted in accordance with the laws of India and its subsequent amendment thereof.

3.4 INSPECTION

3.4.1 Material Inspection

- 3.4.1.1 Material Inspection of Type –A & type –B materials shall be carried out as per procedures mentioned in this EoI document
- 3.4.1.2 In case of any discrepancy/ deviation is found in the material inspection report or quality parameters of the test certificates/ reports, the executing agency shall be intimated about such discrepancy/ deviation and Dispatch Instruction shall not be issued.
- 3.4.1.3 **No partial inspection of material shall be allowed in terms of both (a) partial quantities against issued work order (b) partial component/ nos. of SSLS units as inspection call raised to BREDA.**

3.4.2 Commissioning Inspection

- 3.4.2.1 The Executing Agency after receiving the DI & completion of installation of Smart Solar Street Light Systems along with RMS & activation of RMS shall raise inspection call for commissioning to PRD.
- 3.4.2.2 Based on the raised inspection call by the Executing Agency & after submission of work Completion -cum Performance Report by Executing agency, authorized representatives of PRD, representatives of Gram Panchayat & Executing agency shall carry out the inspection of the Solar

Street Light System to be commissioned and after inspection of Solar Street Light System including Module, Luminary, Battery, Remote Monitoring System (RMS), Cables, Mounting Structures, Fittings, Nut-Bolts, etc. and other technical requirements as mentioned in this EoI, at the identified sites in Bihar, the Joint Inspection Commissioning Report (JICR) shall be issued.

- 3.4.2.3 After inspection of the Solar Street Light System Executing Agency shall ensure that the RMS is functional along with network connectivity and Performance Report are being generated & obligated Comprehensive Maintenance Contract (CMC) activities along with Routine Maintenance Report are being performed/ certified accordingly as per EoI.

3.4.3 Comprehensive Maintenance Contract Obligations

- 3.4.3.1 The Executing Agency after commissioning of Solar Street Light System shall ensure that the Solar Street Light System with RMS is functional along with network connectivity and Performance Report are being generated & obligated Comprehensive Maintenance Contract (CMC) activities as per **Format-13** along with Routine Maintenance Report are being performed/ certified accordingly as per EoI.
- 3.4.3.2 The Executing Agency is required to certify the Routine Maintenance Report on monthly, quarterly, half yearly or as required as per activities & scheduled mentioned in the EoI.
- 3.4.3.3 The service centers/ representatives of Executing Agency are required to maintain a service log book for complains rectification of the SSLs.

3.5 Terms of Payment:

- 3.5.1 **Material Supply Payment: -Twenty-Five (25 %) percent** of the particular work order value against submitted invoice shall be released after issuance of (a) material inspection report of Type A & Type-B material to be done by representatives of BREDA & Representative of PRD and (b) Dispatch Instruction (DI). The payment will be released by DPRO (District Panchayati Raj Officer), PRD within 7 days from successful inspection of the supplied materials.
- 3.5.2 **Commissioning Payment: -Forty -Five (45 %) percent** of the particular work order value against submitted invoice of the particular work order value shall be released after completion of Geo-tagging by Panchayat technical Assistant (PTA) & activation of RMS by Executing Agencies and thereafter successful inspection by representatives of Executing Agency, PRD or its authorized representative & representative of Gram Panchayat. The payment shall be released by Gram Panchayat within 15 days from activation of RMS of installed SSLs by Executing Agency.
- 3.5.3 Payment of commissioning shall be made after deduction of delay penalties (Liquidated Damages) if any, as applicable in line with EoI terms & conditions.
- 3.5.4 **Comprehensive Maintenance Contract Payment: - Balance Thirty (30) percent** of the work order value shall be paid in 10 half -yearly installments (i.e. 3% half yearly in the cycle month of October and April)) towards Comprehensive Maintenance Contract against submitted invoice on (a) Routine Maintenance report certified by representatives of PRD/ Gram Panchayat and (b) Performance Report to be preferably generated from an automated Remote monitoring system/ CMS (Centralized Monitoring System) (as per prescribed format) of the installed Solar Street Light Systems to be submitted by the executing agency.
- 3.5.5 Payment of CMC shall be made on pro-rata basis towards the number of solar street light systems working satisfactorily (i.e. if upto 97.99% of the systems of the particular work order is certified to be in satisfactory working condition, then 97.99% of the CMC payment shall be done). However, if 98% of the system is certified to be in satisfactory working condition, then 100% of the CMC payment shall be done (i.e. if 98% of the systems of the particular work order is certified to be in satisfactory working condition, then 100% of the CMC payment shall be done).
- 3.5.6 Payment of CMC shall be made after deduction of delay penalties (Liquidated Damages) if any, as

applicable in line with EoI terms & conditions.

3.6 Commissioning/ Completion Certificate

- 3.6.1 When the Successful bidder fulfils his obligation under the Contract, he shall be eligible to apply for Completion Certificate. Issuing authority of work order shall issue to the Successful bidder the "Completion Certificate" after receiving application therefore from the Successful bidder after verifying from the completion documents and satisfying himself that the Work has been completed in accordance with and as set out in Contract documents.

3.7 Defect Liability Period (DLP)

- 3.7.1 The Executing Agency warrants that the Solar Street Light System (SSLS) or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the SSLS supplied and of the work executed.
- 3.7.2 The Defect Liability Period shall be Sixty (60) months from the date of satisfactory commissioning of the Plant. If during the Defect Liability Period any defect is found in the design, engineering, materials and workmanship of the Plant supplied or of the work executed by the Executing Agency, the Executing Agency shall promptly, in consultation and Contract Agreement/ Agreement regarding appropriate remedying of the defects.

3.8 Guarantees

- 3.8.1 The Executing Agency shall give guarantee that the SSLS and Equipment supplied under the Contract are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials. The Executing Agency shall provide guarantee covering the rectification of any and all defects in the design of System and Equipment, materials and workmanship for a period of five (5) years from the date of commissioning. The Executing Agency shall transfer all the Guarantees of the different components to the Beneficiary. The responsibility of operation of Guarantee clauses and Claims/ Settlement of issues arising out of said clauses shall be joint responsibility of the Successful bidder and the Beneficiary of the project and BREDA will not be responsible in any way for any claims whatsoever on account of the above.
- 3.8.2 Bidders should give Guarantee against any manufacturing defects from the date of commissioning up to CMC period. For any manufacturing defects, BIDDER shall replace defective parts at free of cost during the CMC period and shall keep the system functional.

3.9 Penalty/ Liquidated Damages

- 3.9.1 **Delay in Commissioning:** The delivery of the material in time is the essence of the contract and for ensuring the commissioning of allotted SSLS works within 3 months (90 days) which is guaranteed under this penalty clause. In case, the executing agency fails to complete the allotted work within the time period specified in this EoI / Contract / Work Order the penalty clause shall be imposed. **The usual term of penalty is at the rate of 5% of the of the non-executed part of Work order value per week of delay, subject to maximum upto 20% of the non-executed part of the Work order value unless Extension of Time (EoT) is allowed by PRD or its authorized representative.** Once the maximum penalty reaches, PRD or its authorized representative may consider for termination of the work order of such works and further necessary action as deemed fit may be initiated. For the purpose of calculation, one month means a period of 30 calendar days.
- 3.9.2 **Delay in CMC:** The CMC obligations under this contract is the essence for ensuring the proper functioning of the commissioned SSLS for 5 Years from the date of commissioning, which is guaranteed under this penalty clause. In case, the executing agency fails to carry out the obligations of the CMC within the time period specified in this EoI / Contract the penalty clause shall be imposed. **The usual term of penalty is at the rate of INR 10/- (Rupees Ten) per day per SSLS and shall be imposed after 48 hours from the intimation of defect/ rectification to be done till its rectification by the executing agency.** In cases where required the penalty shall be

recovered from the subsequent/ allied payments or the Performance Bank Guarantee (PBG) of the Executing Agency, as the case may be.

3.10 Force Majeure

- 3.10.1 Notwithstanding the provisions of clauses contained in this RFP document; the executing agency shall not be liable to forfeit (a) Security deposit for delay and (b) termination of contract; if he is unable to fulfill his obligation under this contract due to force majeure conditions.
- 3.10.2 For purpose of this clause, "Force Majeure" means an event beyond the control of the executing agency and not involving the Executing Agency 's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by BREDA and its decision shall be final and binding on the executing agency and all other concerned.
- 3.10.3 In the event that the Executing Agency is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, BREDA has the right to terminate the contract in which case, the security deposit shall be refunded to him.
- 3.10.4 If a force majeure situation arises, the executing agency shall notify PRD, Govt. of Bihar in writing promptly, not later than 14 days from the date such situation arises. The executing agency shall notify PRD, Govt. of Bihar not later than 3 days of cessation of force majeure conditions. After examining the cases, PRD, Govt. of Bihar shall decide and grant suitable additional time for the completion of the work, if required.
- 3.10.5 Executing Agency shall be responsible for any damage occurred, if any, during the course of work.
- 3.10.6 The Bidder should provide appropriate tools and equipment's to the workmen and ensure that those are in proper working condition and the workmen use the appropriate tools and take precaution "PLEASE NOTE THAT ANY ACCIDENT TO THE WORK MEN / PUBLIC / ANIMALS / PROPERTY BOTH MOVABLE AND IMMOVABLE SHALL BE ENTIRE AND SOLE RESPONSIBILITY OF THE BIDDER AND ANY PROCEEDING ARISING OUT OF THE SAME SHALL BE AT THE BIDDER'S RISK AND COST, PRD, Govt. Of Bihar /BREDA OR ITS EMPLOYEES WILL NOT BE RESPONSIBLE FOR ANY SUCH INCIDENT".

3.11 Termination of Empanelment Agreement

- 3.11.1 BREDA reserves the right to terminate the Empanelment Agreement. The BREDA shall in such an event give 15 (fifteen) day notice in writing to the Executing Agency of its decision to do so.

3.12 Termination of Contract

- 3.12.1 PRD, Govt. of Bihar reserves the right to terminate the Contract either in part or in full. The PRD, Govt. of Bihar shall in such an event give 15 (fifteen) day notice in writing to the Executing Agency of its decision to do so.

3.13 Transfer of Ownership (as per format – 14)

- 3.13.1 The Ownership of the Solar Street Light System and Equipment shall be transferred in working condition to PRD or its authorized representative, when the Solar Street Light System has been successfully commissioned on the Site.
- 3.13.2 After the transfer of Ownership of the Solar Street Light System to PRD or its authorized representative, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the PRD or its authorized representative.
- 3.13.3 PRD shall be responsible for operation & maintenance of SSLS for further period thereof.

3.14 Arbitration and Jurisdiction

- 3.14.1 Any dispute between the PRD, Govt. of Bihar and Executing Agency arising out of this Contract will first be resolved amicably between the Parties. In such cases where dispute is not resolved between the Parties, then the Parties may mutually agree to appoint an arbitrator under the provisions of Arbitration and Conciliation Act, 1996.
- 3.14.2 Any disputes arising shall be subject to the jurisdiction of the High Court of Patna. Whenever required BREDA shall provide assistance in arbitration with respect to interpretation of the EOI

clauses.

3.15 Debarred/ Blacklisted

Contract with Bidder shall be subjected to continuous review of performance. Following will result in automatic debarment/blacklisting as the case may be:-

PRD, Govt. of Bihar /BREDA without prejudice to any other remedy for breach of contract, by written notice of default sent to the BIDDER, terminate the contract in whole or part:

- 3.15.1 If the BIDDER fails to deliver any or all the goods within the period(s) or within any extension thereof granted by the PRD, Govt. of Bihar/ BREDA or
- 3.15.2 If the BIDDER, in the judgment of PRD, Govt. of Bihar/ BREDA has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 3.15.3 In the event PRD, Govt. of Bihar/ BREDA terminates the contract in whole or in part, PRD, Govt. of Bihar/ BREDA may procure, upon such terms and in such manner as it deems. Appropriate goods or services similar to those undelivered and the BIDDER shall be liable to PRD, Govt. of Bihar/ BREDA for any excess costs for such similar goods or services. However, the BIDDER shall continue the performance of the contract to the extent not terminated.
- 3.15.4 Non- Submission of required Performance Bank Guarantee (PBG).
- 3.15.5 Non-Performance with regard to quality and supply schedule.
- 3.15.6 Attempt to bribe a BREDA/PRD, Govt. of Bihar official.
- 3.15.7 Found engaging in corrupt or fraudulent practices
- 3.15.8 Established misbehavior and threatening officials of the BREDA
- 3.15.9 Black listing by other state, central utilities or other government entities.
- 3.15.10 Black listing shall be for a period ranging from **three to six years**. Corrupt and fraudulent practices shall attract harshest punishment.

3.16 Change In Law

The following terms shall have the following meanings:

"Change in Law" means the occurrence of any of the following events after the date of submission of bid of bid by the bidder resulting into any additional recurring/ non-recurring expenditure by the bidder or any income to the bidder:

The enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Law, including rules and regulations framed pursuant to such Law;

a change in the interpretation or application of any Law by any Indian Governmental Instrumentality having the legal power to interpret or apply such Law, or any Competent Court of Law;

The imposition of a requirement for obtaining any Consents, Clearances and Permits which was not required earlier;

A change in the terms and conditions prescribed for obtaining any Consents, Clearances and Permits or the inclusion of any new terms or conditions for obtaining such Consents, Clearances and Permits; except due to any default of the bidder;

Any change in tax and duties or introduction of any tax and duties directly or indirectly affecting the setting up of the project by the bidder as per the terms of the Contract Agreement/ Agreement, but shall not include (i) any change in any withholding tax on income or dividends distributed to the shareholders of the FSPD, or (ii) any change on account of regulatory measures by the Appropriate Commission including calculation of Availability.

3.17 Relief for Change in Law

3.17.1 The aggrieved Party shall be required to approach the State Commission/ Appropriate authority for seeking approval of Change in Law.

3.17.2 The decision of the Appropriate Authority / (State) Commission to acknowledge a Change in Law

and the date from which it will become effective, provide relief for the same shall be final and governing on both the Parties.

3.18 Insurance

- 3.18.1 The goods supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation-cum-transit, storage, erection, CMC, etc. and shall be included in the bid price.
- 3.18.2 The Successful Bidder shall be responsible and take an appropriate Insurance Policy for whole system.
- 3.18.3 In case of disaster declared by Govt. of Bihar for any area, the Compensation/ Reimbursement to the Executing Agencies shall be based on the SOR under insurance cover of state Disaster Management Policy for Risk related to Act of God/ Natural Disaster.
- 3.18.4 In case of natural disaster compensation of the damage will be reimbursed by PRD or its authorized representative on the basis of SOR/ rates defined in the policy document/ discovered rates of SSLs.
- 3.18.5 Apart from the above, Executing Agency shall take appropriate insurance cover for the following:
 - a. Accident damage
 - b. Theft & Burglary
 - c. Third Party Liability (TPL)
 - d. Riots Strike Malicious Damage (RSMD)
 - e. Fire

Disclaimer: the above list of risks is illustrative only; bidders are advised to assess the risk as per site conditions and take appropriate insurance.

- 3.18.6 The Bidder shall be replacing the lost/damaged material promptly irrespective of the settlement of the claim by the insurance provider/ GoB and ensure that the work progress / system is as per the EoI.

3.19 Mode of Execution

- 3.19.1 The entire work shall be executed on turnkey basis. Any minor item(s) not included in the schedule but required for completion of the work shall have to be carried out/supplied without any extra cost. Such works, not listed in the schedule of works but elaborately described to perform or to facilitate particular operation(s) required for completion of the project shall deemed to have been included in the scope of this work and the Executing Agency shall supply, install the same without any extra cost.
- 3.19.2 The bidder shall not sublet any project work to any third party, failing in doing so will be considered under fraudulent practices and accordingly action shall be taken by PRD, Govt. of Bihar/ BREDA.

SECTION - 4
TECHNICAL SPECIFICATIONS

A. WHITE-LED (W-LED) BASED SOLAR STREET LIGHTING SYSTEM WITH RMS

A standalone solar photovoltaic street lighting system (SLS) is an outdoor lighting unit used for illuminating a street or an open area. The Solar Street Lighting System shall be mounted on the existing electric pole & shall consist of solar photovoltaic (SPV) module, a luminaire, storage battery, control electronics, inter-connecting wires/cables, module mounting pole including necessary fittings & hardware, RMS (Remote monitoring System).

In case wherever existing electric pole shall not be available or suitable for installation of solar street light system at identified location by PRD, Govt. of Bihar, then GI Pole shall be supplied & erected by the executing agency as per technical specification and clauses mentioned in this EoI.

The luminaire is based on White Light Emitting Diode (W-LED), a solid-state device which emits light when electric current passes through it. The luminaire is mounted on the pole at a suitable angle to maximize illumination on the ground. The PV module shall be placed at the top of the pole at a suitable angle facing south so that it receives maximum / optimized solar radiation throughout the day, without any shadow falling on it.

The objective of the Solar Street Light System shall be that the electricity generated by the PV module charges the battery during the day time which powers the luminaire from dusk to dawn. The system lights at dusk and switches off at dawn automatically.

The proposed solar street lights shall be commissioned as per the technical specifications given below. Any shortcomings will lead to cancellation of payment in full or part as decided by BREDA/PRD, Govt. of Bihar.

Specifications:

Sl. No	Components	Specification for Solar Street Light
1	PV module	Minimum 120Watt Poly/Mono crystalline or better technology. (Thin film module shall not be allowed)
2	Battery	Minimum 12.8V, 54Ah capacity LiFePO4. Battery can be proposed to be placed inside or outside the luminary casing (Aluminum die-cast only) with appropriate arrangements ensuring safety of the SLS.
3	Light Source	White Light Emitting Diode (W-LED) 20-Watt, W-LED luminaire, dispersed beam, soothing to eyes with the use of proper optics and diffuser. LED Chip should be compliance to IES: LM-80 (Approved Method for Measuring Lumen Maintenance of LED Light Sources and LED lumen depreciation time to L70). Test report for same should be submitted.

4	Light Out put	<p>The luminaire must use high efficacy W-LED with minimum 135 lumens per watt (and UV free).</p> <p>For Multiple Light levels: First four Hour starting at 100% full brightness level and for next four hour at 50% brightness level and next four hour at 100% full brightness level.</p> <p>The luminaire should have two levels of light to take care of different lighting needs during the night. Minimum 45 Lux when measured at a point 4 meters below the light (at'' High'' illumination level). The illumination Should be uniform without dark bands or abrupt variations. Minimum 23 Lux at lower illumination level. Higher light output will be preferred.</p> <p>The luminaire shall be tested for Electrical, Photometry and Colour parameters as per IES LM-79:2008 or IS: 16106:2012 for following performance parameters like:</p> <ol style="list-style-type: none"> 1) Total luminous flux: ≥ 2500 lm. 2) Luminous efficacy (i.e. system efficacy): ≥ 125 lm/W. 3) Color Temperature: Between 5500 K to 6500 K. 4) CRI ≥ 70 5) Luminous intensity distribution should follow the batwing patterns in polar curves. 6) Require validation report using .ies file, which is generated during luminous intensity distribution test and using maintenance factor 0.9 and pole height of 4m., Road width 5m and Pole span 15m. The average illuminance level and uniformity should comply with requirement as per IS 1944, wherever applicable. 7) The luminaire should be tested for all type tests as per IS 10322 Part 5 Sect 3 or IEC 60598-2-3 standards
5	Pole for mounting solar street light system	Existing identified electric pole/ new GI pole shall be used to mount the solar street light system. The proper clearance from the existing cable/wire should be maintained. Luminaire shall be at least 4.5 m above the ground level. A corrosion resistant metallic frame structure should be fixed on the existing pole to hold the SPV module and luminaries.
6	Electronics Efficiency	Overall total Efficiency of the Electronics should be Minimum 90%. Maximum Power Point Tracker (MPPT) shall be integrated in the street light to maximize energy drawn from the module. Street light should qualify the environmental testing.
7	Duty Cycle	Dusk to dawn: First 4 Hours full light (100%, Min. 45 Lux), Mid 4 Hours at lower light (50%, Min. 23 Lux) level, Last 4 Hours full light (Min. 45 Lux) (Higher light output will be preferred)
8	Autonomy	3 days or Minimum 36 operating hours per permissible discharge with fully charged Lithium-based Battery.
9	Ingress Protection – IP	Optical and Control gear compartment- IP 65 / IP 66
10	Impact resistance of Casing	\geq IK 08
11	Radiated Emission Test	As per CISPR-15
12	Marking (On Luminary)	The company will print the words “MGSSLY, BIHAR & YEAR of MFG” on the Solar Street lighting Systems in a permanent manner so as to minimize any possible malpractices.
13	ESD (Electro Static Discharge) and Radiated susceptibility test	As per IEC 61547
14	Remote Monitoring System	The charge controller should be provided with a communication node with necessary cables and connectors to interface with the charge controller and a monitoring system enable it to monitor the location and status of system online with app as per Remote Monitoring System specification.

B. TECHNICAL DETAILS OF PV MODULE

- i. Only indigenously manufactured crystalline PV modules should be used. As per MNRE order no. 283/54/2018 - GRID SOLAR dated 29.06.2021, manufacturers and models must be included in latest ALMM list at time of issuing of work order/ supply of materials.
- ii. The PV module will be warranted for a minimum period of 25 years from the date of supply. The PV module must be warranted for their output peak watt capacity, which should not be less than 90% at the end of Ten (10) years and 80% at the end of twenty-five years.
- iii. The power output of the module under STC should be a minimum of 120Watt Peak.
- iv. The module efficiency should not be less than 1419%.
- v. Indigenously manufactured PV module should be used.
- vi. The PV modules used must qualify to the latest edition of BIS standards IS14286, IS/ IEC 61730 Part-1 &Part 2.
- vii. Modules deployed must use a RF identification tag laminated inside the glass. The Following information must be mentioned in the RFID used on each module:
 - a) Name of the manufacturer of the PV module
 - b) Name of the manufacturer of Solar Cells.
 - c) Month & year of the manufacture (separate for solar cells and modules)
 - d) Country of origin (separately for solar cells and module)
 - e) I-V curve for the module Wattage, I_{max} , V_{max} and FF for the module
 - f) Unique Serial No and Model No of the module
 - g) Date and year of obtaining SPV module qualification certificate.
 - h) Name of the test lab issuing SPV module certificate.
- viii. Unique Serial No, Model No, Name of Manufacturer, Manufacturing year and module wattage details should be displayed inside the laminated glass/ Backside.

C. TECHNICAL DETAILS OF LiFePO4 BATTERY

- i. Minimum 12.8V, 54Ah LiFePO4 Battery shall be used. Battery can be proposed to be placed inside or outside the luminary casing with appropriate arrangement ensuring safety of the SSLS which should be water proof IP 65 or better.
- ii. Battery pack should have proper 'Battery management System' (BMS) for cell balancing, over charge and over temperature protection.
- iii. Battery should conform to the latest BIS/ International standards.
- iv. Battery should be placed in the SSLS with proper arrangement and precaution, so as to prevent the theft.
- v. IS 16046 part-2 and IS/IEC 16047 part-3 must be submitted.
- vi. The LiFePO4 batteries, should fulfill the following performance parameters:

Parameter	Qualifying condition
Specific Energy	Minimum 120 Wh/ kg
C Rate (Charging)	Minimum C/4
C Rate (Discharging)	Up to 1C
Charge Discharge Cycles	Minimum 2000 cycles at C/10 rate at 25°C
Thermal Runaway	Minimum 120 °C
Depth of discharge	Minimum 85% at 25 °C
Temperature of operation	10 to 50 °C (with thermal management system for ambient temperatures lower and higher than the given range)

D. LIGHT/ LUMINARY SOURCE

- i. The light source will be a white LED type.
- ii. The color temperature of white LED used in the system should be in the range of 5500 °K–6500°K.
- iii. W-LEDs should not emit ultraviolet light.
- iv. The light output from the white LED light source should be constant throughout the duty cycle.
- v. The lamps should be housed in an assembly suitable for outdoor use.

- vi. The temperature of heat sink should not increase more than 20 °C above ambient temperature during the dusk to dawn operation.
- vii. Each Solar Street light should have unique identification number for tracking and monitoring purpose.

E. ELECTRONICS

- i. The total electronic efficiency should be at least 90 %.
- ii. Charge controller should be MPPT Type.
- iii. Electronics should operate at an appropriate voltage suitable for proper charging of the battery.
- iv. The PCB containing the electronics should be capable of solder free installation and replacement.
- v. Necessary lengths of wires/cables, switches suitable for DC use and fuses should be provided.

F. CABLES

The electric cable used shall be PVC insulated water and UV resistance Copper cable of minimum size 1.5mm. All cables should conform to latest edition of IEC/equivalent BIS Standards along with IEC 60227/IS 694, IEC 60502/IS 1554 standards. Cables should be flexible and should have good resistance to heat, cold, water, oil, abrasion etc. The Cable should be so selected that it should be compatible up to the life of the solar PV panels i.e. 25 years.

G. ELECTRONIC PROTECTIONS

- i. Adequate protection is to be incorporated under “No Load” conditions e.g. when the lamp is removed and the system is switched ‘ON’.
- ii. The system should have protection against battery overcharge and deep discharge conditions.
- iii. The System should have protection against short circuit conditions.
- iv. Protection for reverse flow of current through the PV module(s) should be provided.
- v. Adequate protection should be provided against battery reverse polarity.
- vi. Load reconnect should be provided at 80% of the battery capacity status.
- vii. The earthing shall be done in accordance with latest Standards.
- viii. Each street light shall be provided with separate earthing.
- ix. Each solar street light shall be grounded properly as per IS 3043-2018.
- x. All metal casing/ shielding of the street light shall be thoroughly grounded in accordance with CEA Safety Regulation 2010.
- xi. Earth resistance should be as low as possible and shall never be higher than 5 ohms.

H. SURGE PROTECTION

- i. Internal surge protection shall be provided in the street light.

I. HOT DIP GALVANIZED STREET LIGHT POLE (if, required)

- i. A corrosion resistant metallic frame structure should be fixed on the pole to hold the SPV module.
- ii. The frame structure should have provision so that the module can be oriented at the suitable tilt angle.
- iii. The pole should be Hot dip galvanized pipe as per IS1161 & IS4736 i.e. Class B (medium) with 4 inch/ 100 mm (as approved) outer Dia & 3.6±10% mm thickness of the pole.
- iv. The make, model, technical specifications of the pole shall be approved by BREDA.
- v. Pole should have the minimum galvanization thickness of 100 micron. The zinc coating on the tubes shall be conforming to the requirements and tested as per methods, specified in IS 4736.
- vi. Total pole length is 6 meters i.e. Pole height 5 m above the ground level and 1 m below the ground.
- vii. Luminaire shall be at least 4.5 m above the ground level.
- viii. The pole should have the provision to hold the luminaire.
The battery shall be in the luminaire casing (Aluminum die cast), which should be water proof IP 65 or better.
- ix. Overall solar street lighting system should withstand wind velocity of 150 kmph (undertaking is need to submit).
- x. Each solar street light shall be grounded properly.
- xi. Battery can be proposed to be placed inside or outside the luminary casing with appropriate arrangement ensuring safety of the SSSLs, which should be water proof IP 65 or better.
- xii. A toll-free no. shall be provided by BREDA/PRD, Govt. of Bihar should be written on each pole where complaints can be registered.

J. Mechanical Structure for existing electric pole to hold the luminaries & PV Module:

- i. Supply, installation, erection of mounting structure for Module & Solar Street Light with all necessary accessories, auxiliaries and spare part shall be in the scope of the work.
- ii. Luminary holding structure and module mounting structures should be Hot Dipped Galvanized.
- iii. Mechanical Structure should have the minimum galvanization thickness of 100 micron. The zinc coating on the tubes shall be conforming to the requirements and tested as per methods, specified in IS 4736
- iv. All bolts, nuts, fasteners shall be of stainless steel of grade SS 304 or hot dip galvanized, panel mounting clamps shall be Hot Dipped Galvanized and must sustain the adverse climatic conditions. Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts.
- v. The module mounting structures should have angle of inclination as per the site conditions to take maximum insolation and complete shadow-free operation during generation hours. However, to accommodate more capacity the angle of inclination may be reduced until the plant meets the specified performance ratio requirements.
- vi. The executing Agency shall be fully responsible for any damages to SPV System caused due to high wind velocity within guarantee period as per technical specification.
- vii. The structures shall be designed to allow easy replacement, repairing and cleaning of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels.
- viii. The structure shall be designed to withstand operating environmental conditions for a period of minimum 25 years.
- ix. A GI board of size ...with thickness ...mm shall also be installed on the pole with Department name, logo, Pole Index no. (First three letter of district/ First three letters of Block/ First three letter of Panchayat /XXX) & Toll-free no (if Any)
- x. **A toll-free no. shall be provided by BREDA/PRD, Govt. of Bihar should be written on each pole where complaints can be registered.**

K. INDICATORS

- i. The system should have three indicators, green, red and Blue.
- ii. The green indicator should indicate the charging under progress and should glow only when the charging is taking place. It should stop glowing when the battery is fully charged.
- iii. Red indicator should indicate the battery "Load Cut Off" condition.
- iv. Blue indicator should indicate the RMS condition. (Glowing means working, and Stop Glowing means not working).

L. OPERATION and MAINTENANCE MANUAL

An Operation, Instruction and Maintenance Manual, in English and the local language, should be provided with the Solar Street Lighting System. The following minimum details must be provided in the Manual:

- i. Basic principles of Photovoltaics.
- ii. A small write-up (with a block diagram) on Solar Street Lighting System - its components, PV module, battery, electronics and luminaire and expected performance.
- iii. Type, Model number, Voltage & capacity of the battery, used in the system.
- iv. The make, model number, country of origin and technical characteristics (including IESNA LM-80 report & LM- 79 report) of W-LEDs used in the lighting system.
- v. About Charging and Significance of indicators.
- vi. Clear instructions about erection of pole and mounting of PV module (s) and lamp housing assembly on the pole.
- vii. Clear instructions on regular maintenance and troubleshooting of the Solar Street Lighting System.
- viii. DO's and DONT's.
- ix. Name and address of the contact person for repair and maintenance, in case of non-functionality of the solar street lighting system.
- x. A toll-free number of IVRS of BREDA/ PRD, Govt. of Bihar is to be painted on pole between 1-1.5 meters above from ground level by executing agency, which in case of non-working/ operational problems etc. of system will be dialed by the beneficiary etc. to lodge a complaint in respect of system problems. The IVRS will divert the complaint to Executing Agency / bidder through E mail, SMS etc. The executing agency will have to rectify the same to make/ restore the system to working position

within 48 hours in the warrantee period of 5 years, failing which the system may be get rectified on executing agency cost and the cost will be recovered by executing agency pending claims what so ever and appropriate action as per noncompliance etc. of Contract Agreement/ Agreement will be considered/taken.

M. QUALITY & GUARANTY AND MAINTENANCE OF THE SOLAR STREET LIGHT SYSTEM

- i. Approval of the “Complete Street Light System Model” shall be accorded by BRENDA, based on the submitted “Complete Street Light System Model” certificate from MNRE approved or accredited labs as mentioned in above clause 1.1.9 along with live demonstration for performance check and relevant formalities.
- ii. The PV module will be warranted for a minimum period of 25 years from the date of supply. The PV module must be warranted for their output peak watt capacity, which should not be less than 90% at the end of Ten (10) years and 80% at the end of twenty-five years.
- iii. The mechanical structures, electrical components including battery and overall workmanship of the Solar Light Systems must be warranted for a minimum of 5 years from the date of commissioning.
- iv. The Comprehensive Maintenance (within warranty period) shall be executed by the firm themselves or through the authorized dealer/ service center of the firm.
- v. Necessary maintenance spares for five years trouble free operation shall also be supplied with the system.
- vi. The Executing Agency shall be responsible to replace free of cost (including transportation and insurance expenses) to the purchaser whole or any part of supply which under normal and proper use become dysfunctional within 48 hours of issue of any such complaint by the PRD or its authorized representative.
- vii. The service personnel of the Successful Bidder will make routine quarterly maintenance visits.
- viii. The maintenance shall include thorough testing & replacement of any damaged parts apart from this any complaint registered/ service calls received / faults notified in the report generated by the IVRS, CMS should be attended to and the system should be repaired/ restored/ replaced within 48 hours. A separate Service & Maintenance passbook shall be maintained with each system as per the format provided by BRENDA. The deputed personnel shall be in a position to check and test all the components regularly, so that preventive actions, if any, could be taken well in advance to save any equipment from damage. Any abnormal behavior of any component shall be brought to the notice of BRENDA for appropriate action.
- ix. Normal and preventive maintenance of the Solar Light systems such as cleaning of module surface, checking batteries, tightening of all electrical connections, also the duties of the deputed personnel during quarterly maintenance visits.
- x. During operation and maintenance period of the Solar Light systems, if there is any loss or damage of any component due to miss management/miss handling or due to any other reasons pertaining to the deputed personnel, what-so-ever, the bidder shall be responsible for immediate replacement/rectification. The damaged component may be repaired or replaced by new component.

N. DRAWINGS & MANUALS:

- i. Operation & Maintenance manual/user manual, Engineering and Electrical Drawings shall be supplied along with the solar street lighting system.
- ii. The manual shall include complete system details such as solar street lay out, schematic of the system, charger details, working principle etc.
- iii. The Manual should also include all the Dos & Don'ts of Solar Street Light system along with Graphical Representation with indication of proper methodology for cleaning, Operation and Maintenance etc.
- iv. Step by step maintenance and troubleshooting procedures shall also be given in the manuals.
- v. Executing agency should also educate the consumers during their CMC period.

O. REMOTE MONITORING SYSTEM

The Smart Solar Street Lighting System shall automatically connect directly to the public mobile network via 2G/3G/4G/5G or any latest technology networks for sending data to cloud server or CMS(Central monitoring System) via RMS hardware. The remote monitoring system shall collect and centrally send real-time performance data (including equipment failures) for each Smart SSLS (Solar Street Lighting System). RMSRMS hardware shall be installed in every luminary and shall be capable to generate report for functionality, issues, healthiness, problem status etc. to the RMS Cloud Server with the help of GSM module

attached& Network Coverage which shall be updatable OVER THE AIR (OTA) during the contract period. All the communication of RMS device with the controller circuit. RMS must follow Government of India /MNRE specifications as applicable. The executing agency shall ensure that the supplied RMS Device should be hackproof and leak proof to avoid the malicious activity or event. The communication nodes shall connect to the charge controller through suitable communication interface and automatically sense and monitor various parameters of the Solar Street Light.

The RMS dashboard are as follows:

1) Battery Parameters:

- a) Battery Voltage (BV)
- b) Battery Current (BI)
- c) Battery Power (BP)

2) Solar PV Parameters:

- a) Solar PV Voltage (SV)
- b) Solar PV Current (SI)
- c) Solar PV Power (SP)

3) Load Parameters:

- a) Load Voltage (LV)
- b) Load Current (LI)
- c) Load Power (LP)
- d) Load ON/OFF condition

4) System shutdown due to fault (even fault should be recorded)

1. Illustrative Parameters to be displayed in the district level dashboard of the RMS software (GUI)/web user interface:-

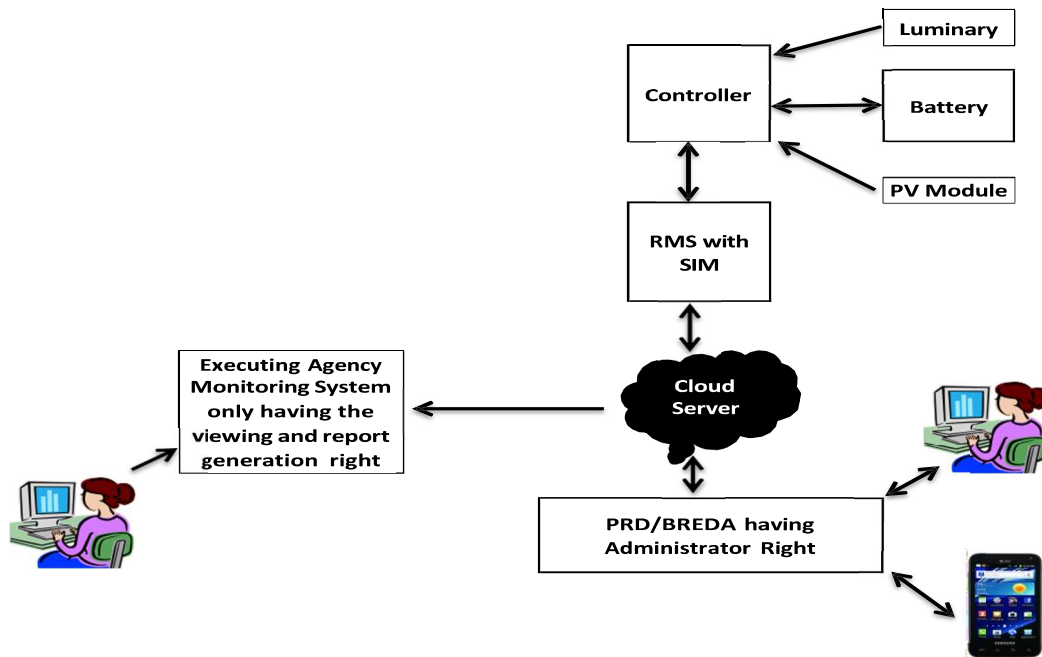
Sr. No.	Parameters to be monitored
1	Device ID-IMEI
2	Serial no. of Light
3	Battery Voltage
4	Battery Current
5	Battery Power
6	Solar Module Voltage
7	Solar Module Current
8	Solar Module Power
9	Luminary Voltage
10	Luminary Current
11	Luminary Power
12	System Status (Green-ok/RED-not ok)
13	Battery fault
14	Module fault
15	Luminary fault
16	Battery Fault Date
17	Module fault Date
18	Luminary fault Date
19	Luminary fault Time
20	Luminary ON time
21	Luminary OFF time
22	Fault time date
23	Fault rectification date
24	Brightness Level
25	Full Brightness Hour
26	Half Brightness Hour
27	Harvested energy
28	Battery State of Charge (%)
29	Battery Depth of Discharge (%)

NOTE 1: The communication node/ module (RMS-Hardware) compatible with charge controller has to be supplied by the successful bidder to ensure compatibility with CMS (Remote Monitoring Server & Software) of BRED. All related data /service charges for the same shall be in the scope of successful bidder.

NOTE 2: The successful Bidders have to coordinate with the selected CMS vendor to ensure compatibility and uninterrupted Remote Monitoring features availability as per this EoI.

Draft Schematic Layout of Centralized Monitoring System (CMS)

(Remote Monitoring System for Mukhyamantri Gramin Solar Street Light Yojana)



FORMATS FOR SUBMITTING EOI & CHECK LIST

Sr. No.	Particulars of Information/ Document	Format /Annexure Number	Yes/No.	PAGE NO.
1	This check list	Format 1		
2	Covering letter	Format 2		
3	Letter of Authorization/ Board Resolution / Power of Attorney	Format 3		
4	Bidder's experience	Format 4		
5	Average Annual Turnover and Net Worth (CA certified)	Format 5		
6	Certificate of Chartered Accountant Firm	Format 6		
7	Current Contract Commitments/ Work in Progress	Format 7		
8	Format of Bank Guarantee for Earnest Money Deposit	Format 8	To be furnished within the period specified in the EoI	
9	Format of Performance Bank Guarantee (PBG)	Format 9	To be furnished within the period specified in the EoI after the signing of the Contract Agreement	
10	Work Completion cum Performance Report	Format 10		
11	Material inspection report	Format 11		
12	Joint Inspection-Cum-Commissioning Report (JICR)	Format 12		
13	CMC report for Solar Street Light Solar System	Format 13		
14	Transfer of Ownership certificate	Format 14		
15	Undertaking towards not being black- listed	Format 15		
16	Draft empanelment agreement	Format 16		
17	Draft Contract agreement	Format 17		
18	Draft work order	Format 18		
19	Joint Venture (JV)/ Consortium Agreement	Format 19		
20	Approval of Manufacturer/ Vendor of Type-A & Type-B material	Format 20		

21	Working Capital Certificate	Format 21		
22	Undertaking of Installation capacity	Format 22		

Documents to be attached with the bid as annexure in the same order as mentioned below:

Sr. No.	Particulars of Information/ Document	Format /Annexure Number	Yes/No.	PAGE NO.
1.	Business Profile of Bidder (Not more than one page of A4 size)	Annexure 1		
2.	Certificate of Incorporation / Registration of Bidder	Annexure 2		
3	Memorandum and Articles of Association	Annexure 3		
4	Attested Copies of Commissioned Certificates issued by SNA/ Govt./ Semi Govt. Organization/ Bodies/ SECI/ DISCOM in respect of the Projects completed as per Format – 04	Annexure 4		
5	Attested copies of the valid Registration Certificates of GST & PAN.	Annexure 5		
6	Signed and stamped copy of the Bidding Document including amendments/ clarifications, if any, issued by the BREDA.	Annexure 6		
7	Declaration of testing equipment (As per MNRE Norms)	Annexure 7		
8	Banker Credit Facility Certificate	Annexure 8		

**Covering Letter
(On the Bidder's Letter Head)**

From:

(Full name and address of the Bidder)

To:

**Project Director,
Bihar Renewable Energy Development Agency (BREDA),
(A Government Agency under Energy Department),
2nd Floor, "Vidhyut Bhawan",
Building No- II, Baily Road
Patna – 800001 (Bihar)**

Sub: Empanelment of Executing Agencies for Design, Supply, Installation, Testing, Commissioning with Comprehensive Maintenance Contract (CMC for 5 years) including Remote Monitoring System (RMS) of Smart Solar Street Light System on the identified existing electric pole under 'Mukhyamantri Gramin Solar Street Light Yojana' in Bihar State.

EoI No: BREDA/EoI/SPV/MGSSLY/09/2023-24

Sir,

In response to your above referred EoI, we hereby submit our Bid for **"Empanelment of Executing Agencies for Design, Supply, Installation, Testing, Commissioning with Comprehensive Maintenance Contract (CMC for 5 years) including Remote Monitoring System (RMS) of Smart Solar Street Light System on the identified existing electric pole under 'Mukhyamantri Gramin Solar Street Light Yojana' in Bihar State"** in compliance with terms & conditions of the Bidding Documents referred to therein. A copy of the Bidding Document, duly signed on each page is also submitted as a proof of our acceptance of all specifications as well as Terms and Conditions therein. We have submitted the required documents as per EoI/ Minimum Eligibility Criteria/ Checklist along with requisite amount of Bid Security (EMD) in form of Bank Guarantee from any Nationalized/ Scheduled Commercial Bank or Internet Payment Gateway (IPG), Challan) and proof of submission of Tender Document Cost.

Seal of Bidder

Signature_____

Name _____

Designation _____

Date _____

Letter of Authorization/ Board Resolution/ Power of Attorney

To:

**Project Director,
Bihar Renewable Energy Development Agency (BREDA),
(A Government Agency under Energy Department),
2nd Floor, “Vidyut Bhawan”,
Building No- II, Baily Road
Patna – 800001 (Bihar)**

EoI No: BREDA/EoI/SPV/MGSSLY/09/2023-24

Sir,

The Letter of Authorization/ Board Resolution/ Power of Attorney to sign the Bid & furnish information/ clarification, data and submission of required documents, execution of Agreement/ Contract Agreement/ Any document related to the bid as requested by BREDA, on behalf of the Bidder is enclosed herewith:

Seal of Bidder

Signature _____

Name _____

Designation _____

Date _____

**Bidder's Experience
(On the Bidder's Letter Head)**

Bidder's Name, contact address/ telephone / Email ID	Name of Govt. Agency for which Project has been Commissioned	Location of Commissioned Project	No. of units Commissioned	Commissioning Certificate No. and Date (to be attached)	Value of work Rs. Lac	Commissioning Date
1	2	3	4	5	6	7

Seal of Bidder

Signature _____
 Name _____
 Designation _____
 Date _____

(On the Letter Head of the Chartered Accountant)

Annual Turnover and Net Worth (Name of bidder _____) is calculated on the basis of books of account

A. Average Annual Turnover*

Year	Amount in INR
Average Annual Turnover	

B. Net Worth

Chartered Accountant Name _____

Chartered Accountant Firm Name _____

Registration Number _____

UDIN No. _____

Date _____

Signature _____

Seal _____

@Net worth means the sum total of the paid-up share capital and free reserves. Free reserve means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.

Note: Required Signature and stamp (on each page) of Chartered Accountant/ Statutory Auditors of Bidder.

**Certificate of the Chartered Accountant Firm
(On the Letter Head of Chartered Accountant)**

We certify that the Bidder had a Minimum Average Annual Turnover (MAAT) of INR.....based on the Annual Statement of Accounts of the during the last three financial years, calculated in the manner as provided in Format 5.

We also certify that the Bidder had a Net Worth of INR..... at the end of the last Financial Year based on the Annual Statement of Accounts for that year, calculated in the manner as provided in Format 5.

Chartered Accountant Name _____

Chartered Accountant Firm Name_____

Registration Number _____

UDIN No. _____

Date _____

Signature _____

Seal _____

**Current Contract Commitments
(On the Bidder's Letter Head)**

Name of the Contract	Name of Department/ Organization	Value of Work Order in INR	Expected Completion Date
1	2	3	4
1.			
2.			
3.			
4.			
5.			

Seal of Bidder

Signature _____

Name _____

Designation _____

Date _____

Form of Bank Guarantee for Earnest Money Deposit

(To be furnished within the period specified in the Bidding Documents at the time of signing of Agreement)

(To be stamped in accordance with the Stamp Act, if any, of the Country/State of the issuing Bank):

Bank Guarantee No..... & date

Issue date:

(For Rs)

Expiry date:

Claim period:

Name & Address of the Bank.

**To,
Project Director,
Bihar Renewable Energy Development Agency (BREDA),
(A Government Agency under Energy Department),
2nd Floor, “Vidyut Bhawan”,
Building No- II, Baily Road
Patna – 800001 (Bihar)**

In consideration of the (Insert name of the Bidder) submitting the Bid inter alia for Response to, **“Empanelment of Executing Agencies for Design, Supply, Installation, Testing, Commissioning with Comprehensive Maintenance Contract (CMC for 5 years) including Remote Monitoring System (RMS) of Smart Solar Street Light System on the identified existing electric pole under ‘Mukhyamantri Gramin Solar Street Light Yojana’ in Bihar State”** on EPC Basis in response to the EoI dated [Insert date of EoI] issued by BREDA, and such BREDA agreeing to consider the Bid of [Insert the name of the Bidder] as per the terms of the EoI, the (Insert name and address of the bank issuing the EMD and address of the head office) (here in after referred to as “Guarantor Bank”) hereby agrees unequivocally, irrevocably and unconditionally to pay to BREDA or its authorized representative at Bihar Renewable Energy Development Agency (BREDA), 2nd Floor, Vidyut Bhawan, Building No.2, Bailey Road, Patna – 800021. Bihar, India, forthwith on demand in writing from BREDA or any representative authorized by it in this behalf an amount for **INR (50,00,000/-) Fifty Lacs** valid for the period of Twelve (12) months from the date of opening of Technical Bid, on behalf of M/s.

1. And whereas under the terms of the said EoI, the Executing Agency is to furnish to BREDA with a Bank Guarantee for an amount of **INR (50,00,000/-) Fifty Lacs** for the due performance of the Contract and fulfillment of the terms thereof, we..... (Name of the Bank).....(hereinafter referred to as the Bank) do hereby undertake to pay to the BREDA an amount not exceeding **INR (50,00,000/-) Fifty Lacs against** any loss or damage caused to or suffered or would be caused to or suffered by the BREDA by reason of any breach by the said Executing Agency (s) of any of the terms or conditions contained in the said EoI.
2. We..... (Name of the Bank)..... do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from BREDA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the BREDA by reason of any breach by

the same Executing Agency of any of the terms or conditions contained in the said Contract or by reason of the Executing Agency failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **INR (50,00,000/-) Fifty Lakhs** only.

3. We..... (Name of the Bank)..... further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of BREDA under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till BREDA certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Executing Agency and accordingly discharge the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before expiry of the period of months from the time up to which the Guarantee continues to be enforceable, we shall be discharged from all liability under this Guarantee thereafter.

4. We..... (Name of the Bank)..... further agree with BREDA that BREDA shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Executing Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by BREDA against the said Executing Agency and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said Executing Agency or for any forbearance, act or omission on the part of BREDA or any indulgence by BREDA to the said Executing Agency or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. Notwithstanding anything contained above –
 - i) Our liabilities under this guarantee shall not exceed **INR (50,00,000/-) Fifty Lacs.**
 - ii) This Bank Guarantee is valid up to -----Twelve (12) months from the date of opening of Technical Bid).
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if (BREDA) serve upon us a written claim or demand on or before -----.

In witness whereof we _____Bank Limited have executed this on this the _____day of

Signature_____

Seal of the Bank

Name _____

Designation _____

Form of Performance Bank Guarantee

(To be furnished within the period specified in the Bidding Documents at the time of signing of Agreement)

(To be stamped in accordance with the Stamp Act, if any, of the Country/State of the issuing Bank):

Bank Guarantee No..... & date

Issue date:

(For Rs

Expiry date:

Claim period:

Name & Address of the Bank.

To,

_____,
Panchayati Raj Department, Govt. of Bihar or its authorized representative,

_____,
 _____,
 _____.

Whereas M/s..... (hereinafter called the Executing Agency) have entered into a contract with the Panchayati Raj Department (here in after called PRD) or its authorized representative, Contract Agreement No. dated..... of the PRD or its authorized representative, for **“Empanelment of Executing Agencies for Design, Supply, installation, testing, Commissioning with Comprehensive Maintenance Contract (CMC for 5 years) including Remote Monitoring System (RMS) of Smart Solar Street Light System on the identified existing electric pole under ‘Mukhyamantri Gramin Solar Street Light Yojana’ in Bihar State”** on EPC Basis for the order value of INR.....

And whereas under the terms of the said EoI, the Executing Agency is to furnish to BREDA with a Bank Guarantee for an amount of **5% (Five Percent)** of the Contract Price for the due performance of the Contract and fulfillment of the terms thereof, we..... (Name of the Bank) (hereinafter

referred to as the Bank) do hereby undertake to pay to the PRD or its authorized representative an amount not exceeding INR.....against any loss or damage caused to or suffered or would be caused to or suffered by the BREDA by reason of any breach by the said Executing Agency (s) of any of the terms or conditions contained in the said Contract.

1. We..... (Name of the Bank)..... do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from PRD or its authorized representative stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the PRD or its authorized representative by reason of any breach by the same Executing Agency of any of the terms or conditions contained in the said Contract or by reason of the Executing Agency failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR..... only.
2. We..... (Name of the Bank)..... further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that

it shall continue to be enforceable till all the dues of PRD or its authorized representative under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till..... PRD or its authorized representative certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Executing Agency and accordingly discharge the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before expiry of the period of months from the time up to which the Guarantee continues to be enforceable, we shall be discharged from all liability under this Guarantee thereafter.

3. We..... (Name of the Bank) further agree with PRD or its authorized representative that PRD or its authorized representative shall have the fullest liberty, without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Executing Agency from time to time or to postpone for any time or from time to time any of the powers exercisable by PRD or its authorized representative against the said Executing Agency and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said Executing Agency or for any forbearance, act or omission on the part of PRD or its authorized representative or any indulgence by BREDA to the said Executing Agency or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

4. Notwithstanding anything contained above –

- iv) Our liabilities under this guarantee shall not exceed INR ----- --.
- v) This Bank Guarantee is valid up to -----.
- vi) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if (PRD or its authorized representative) serve upon us a written claim or demand on or before---- --.

In witness whereof we _____ Bank Limited have executed this on this the _____ day of

Seal of the Bank

Signature_____

Name _____

Designation _____

Ref. No.....

Date.....

**Work Completion cum Performance Report
(Summary)**

This is to state that M/s _____ (With Full Address), has successfully completed the work of design, Supply, Installation and Commissioning of Solar Street Light under “**Empanelment of Executing Agencies for Design, Supply, Installation, Testing, Commissioning with Comprehensive Maintenance Contract (CMC for 5 years) including Remote Monitoring System (RMS) of Smart Solar Street Light System on the identified existing electric pole under ‘Mukhyamantri Gramin Solar Street Light Yojana’ in Bihar State**” as per following details:-

Sl. No.	Location/ Site	District	W. O. No. & Date	SSLS Commissioning date with RMS	Lux Measured at Ground level	Remarks
1						
2						
3						
N						

The Workmanship and performance of the installed systems are found satisfactory and are in successful operation as per tender terms and conditions.

Executive Agency Seal & Sign (Authorized Signatory)

PRD Seal & Sign (Authorized Signatory)

Material Inspection Report

It is hereby certified that Solar Street Light Systems under “Empanelment of Executing Agencies for Design, Supply, Installation, Testing, Commissioning with Comprehensive Maintenance Contract (CMC for 5 years) including Remote Monitoring System (RMS) of Smart Solar Street Light System on the identified existing electric pole under ‘Mukhyamantri Gramin Solar Street Light Yojana’ in Bihar State” with following details has been supplied at Warehouse with following details: -

- Name of District.....
- Name of Executing Agency.....
- Work order no. and date.....
- Quantity.....

DETAILS OF SOLAR PV MODULES		
1.	a) SPV Modules Type (Poly/Mono crystalline)	a)
	b) Sr. No of module:	b)
	c) Make of module:	c)
	d) Model No:	d)
	e) Module wattage	e)
	f) Module Voc	f)
	g) Module Isc	g)
	h) Module Vmp	h)
	i) Module Imp	i)
	j) Module Efficiency	j)
	k) Year of manufacturing	k)
DETAILS OF BATTERY		
2.	a) Details of Battery (Capacity)	a)
	b) Type of Battery	b)
	c) Quantity in Nos.	c)
	d) Sr. no. of Battery (From.... To.....)	d)
	e) Make of Battery:	e)
	f) Model No:	f)
	g) Name of manufacturer:	g)
	h) Nos. of Cell with Details	h)
	i) Year of Manufacturing:	i)
INSTALLATION OF LUMINAIRE		
3.	a) Name of Manufacturer	a)
	b) Quantity of Luminaire:	b)
	c) Casing of Luminaire:	c)
	d) Sr. No of Luminaire:	d)
	e) Model No:	e)
	f) Number of LED in Luminaire with details	f)
	g) Wattage of Luminaire	g)
	h) Year of Manufacturing	h)
NEW HDGI POLE/ MOUNTING STRUCTURE AND OTHER HARDWARE and ACCESSORIES		
4.	a) Specify the Name of Manufacturer of HDGI POLE/ STRUCTURE/ HARDWARE	
	b) Length and Size of HDGI Pole	Length in Meter..... And Dia in mm.....
5.	All the cable should be multi strand copper conductor properly insulated and sheathed	Yes or No

It is certified that the solar street lighting system is supplied as per technical specifications as per the agreement/ EoI, if any shortcoming is found in future, will be repaired/replaced/rectified by Executing Agency immediately.

**Signature of Executing
Agency with Seal**

**Signature of BREDA
Representative**

**Signature of PRD
Representative**

JOINT INSPECTION-CUM-COMMISSIONING REPORT (JICR)

It is hereby certified that following Solar Street Light System installed & commissioned with Remote Monitoring System (RMS) on the identified existing electric pole under ‘Mukhyamantri Gramin Solar Street Light Yojana’ in Bihar State” with following details has been installed and commissioned at site: -

- Name of District/ Block/ Panchayat.....
- Name of Executing Agency.....
- Work order no. and date.....

Sl.	Items	Details
1.	Name of system: (Solar Street Light)	
2.	Agreement number & Date:	
3.	Capacity of System:	
4.	Name of Executing Agency with full address: Contact person name and mobile no –Mandatory	
5.	Name of Beneficiary with full address: District: Pin code:	
6.	Exact location on installation Latitude and longitude exactly One photo of system showing longitude and latitude in photo	
7.	Date of installation:	
8.	Warrantee expire on:	
9.	Name & Address of the local service Centre: Contact person name with mobile no - Mandatory Email address:	
DETAILS OF INSTALLATION OF SOLAR MODULES		
10.	a) SPV Modules Type (Poly/Mono crystalline)	a)
	b) Sr. No of module:	b)
	c) Make of module:	c)
	d) Model No:	d)
	e) Module wattage	e)

	f) Is the SSLS installed at shadow free (Yes/No)	f)
	g) Tilt angle of module to true south	g)
	h) Module is fixed properly to withstand wind loading of 150 km/hr. of wind velocity.	h)
DETAILS OF INSTALLATION OF BATTERY		
11.	a) Details of Battery	a)
	b) Type of Battery	b)
	c) Sr. no of Battery	c)
	d) Make of Battery :	d)
	e) Model No:	e)
	f) Battery Voltage at the time of installation :	f)
	g) Cell Voltage	g)
	h) Year of Manufacturing :	h)
INSTALLATION OF LUMINAIRE		
12.	a) Name of Manufacturer	a)
	b) Casing of Luminaire:	b)
	c) Sr. no of Luminaire	c)
	d) Model No :	d)
	e) Height of installed Luminaire from ground	e)
	f) Number of LED in Luminaire	f)
	g) Wattage of Luminaire	g)
	h) Lux Measured	h)
INSTALLATION OF New POLE / MOUNTING STRUCTURE AND OTHER HARDWARE		
13.	a) Specify the Name of Manufacture of POLE / STRUCTURE / HARDWARE	
	b) Length and Size of installed Pole	length in meter.----- and dia in mm -----
	c) Grouting of Pole (300 x 300 x 1000 mm below the ground).	Yes or No
	d) Fixing of Module and LED light as per	Yes or No
	e) UID no. is Properly embossed / Punched on the system / Pole	Yes or No
	f) Toll Free no Properly embossed / Punched on the system / Pole	Yes or No
	g) Sign board installed at pole properly	Yes or No
	h) System is installed with anti-theft locking nut and Bolt	Yes or No
	i) All the cable should be multi strand copper conductor properly insulated and sheathed.	Yes or No
	j) Training for operation & maintenance of the system	Yes or No
	k) Technical literature, operation & maintenance manual with in English/Hindi	Yes or No
	l) Take photograph of system along with	Enclose

	m) Remarks	Separate sheet added/not added
--	------------	--------------------------------

It is Certified that the system is installed as per technical specifications laid down in the agreement, if any shortcoming is found in future, will be repaired/replaced/rectify immediately.

**Signature of Agency with
Seal**

**Signature of PRD
Representative**

CMC report for Solar Street Light Solar System

From,
M/s.....
Add.....

To,
PRD or
Its authorized
Representative

Sub: Design, Supply, Installation, Testing & Commissioning including 5 years Comprehensive Maintenance Contract (CMC) of Solar Street Lighting Systems (SSLS) with 20 W LED light, 120 Wp Solar PV Module and 12.8 V, 54Ah Lithium Ferro Phosphate (LiFePo4) Battery with RMS under **“Empanelment of Executing Agencies for Design, Supply, Installation, Testing, Commissioning with Comprehensive Maintenance Contract (CMC for 5 years) including Remote Monitoring System (RMS) of Smart Solar Street Light System on the identified existing electric pole under ‘Mukhyamantri Gramin Solar Street Light Yojana’ in Bihar State”**

Ref: Work order no.date.....

Sir,

In reference to the above subject and as per tender terms and condition and here we are submitting the Monthly/Quarterly/Annually CMC report fornos. of SSLS installed under Mukhyamantri Gramin Solar Street Light Solar Scheme across the State of Bihar.

Solar street Light Quarterly CMC Format			
Date:			
(A) PARTICULARS			
Name of the Client / User			
Place of installation (Village)			
Gram Panchayat.			
Block			
District			
Date of visit			
Name & address of the staff (visiting the installation)			
(B) OBSERVATIONS (To be filled-in by the successful bidder)	1 st Month	2 nd Month	3 rd Month
Visual damage of all Components / Equipment / Items in SSSLS: (Monthly)			
If any damage, pls mention.			
Checking of Cleanliness of PV Modules (Monthly)			

Looseness of PV Modules (Monthly)			
Tightness of Nuts, bolts, of Module Mounting Structures. (Quarterly)			
Tightening of the all electrical connections (Quarterly)			
Verification of Harvested Energy (Monthly RMS Data to be furnished)			
Verification of Maintenance/ Complaint Log book records (Monthly)			
Checking of Spares and Consumables availability (Quarterly)			
Status of the Smart Street Lighting system (Monthly)			
Remarks of the User			

Note:- Any adverse observation/damages needs to be report separately to breda.gov@gamil.com for information and needful. In case, any other maintenance activities is required other than mentioned above has to be carried out.

Signature of Executing Agency

Signature of PRD/Gram Panchayat Representative

TRANSFER OF OWNERSHIP CERTIFICATE

It is hereby certified that the commissioned Solar Street Light System with following details has been successfully completed five (05) CMC as per the terms & conditions of the EoI & transfer of ownership to the PRD or its authorized representatives in satisfactory working condition under ‘**Mukhyamantri Gramin Solar Street Light Yojana**’ in Bihar State”.

Sl. No.	Items	Details
1	Name of system	
2	Work Order No. & date	
3	Name of Beneficiary/ Department (Nodal Officer with mobile number)	
4	District	
5	Block/ Tehsil Gram Panchayat/ Town	
6	Exact location on installation (land mark)	
7	Date of Commissioning	
8	Date of CMC (5 Years from Commissioning) completion of SSLS	
9	Name & Address of the Executing Agency of the system : Contact Number: e-mail:	
10	SPV Modules installed Sr. No. Make Model	
11	Battery Sr. No. Make Model	
12	Luminaire Sr. No. Make Model	

The Ownership of the Solar Street Light Systems and its equipment is being transferred in working condition to (PRD or its Authorized Representative)

**Signature of Agency with
Seal**

**Signature of PRD
Representative**

UNDERTAKING TOWARDS NOT BEING BLACKLISTED
(On Rs.1000/- Non- Judicial Stamp paper duly Notarized)

I, _____ Authorized Signatory of M/s _____ hereby give undertaking that we, as a company are not Blacklisted/ Debarred by any Central/ State Government/ Semi-Government Organization/ Public Sector Undertaking in India.

Further, if information furnished above stands false at any stage, we shall be completely liable for actions taken by BREDA as per terms & conditions of the tender including disqualification and exclusion from future contracts/assignments.

(Signature of Authorized Signatory)

Name:

Designation:

Seal:

Draft Empanelment Agreement**Empanelment Agreement No.****Dated: - _____**

This empanelment agreement is made and entered into __ day of _____ month of year **2024** between **Bihar Renewable Energy Development Agency**, a state nodal agency registered under Societies Registration act 1860, having its office at 2nd Floor, “Vidyut Bhawan-2”, Bailey Road, Patna – 800021 (Bihar) (hereinafter referred to as Owner”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the ONE PARTY

And

M/s _____ having its office at _____ (hereinafter referred to as the “Executing Agency” which expression shall, unless repugnant to the context or meaning thereof) include its successors, administrators and assigns) of the OTHER PARTY.

WHEREAS the owner, desirous of associating with the Executing Agency for “**Empanelment of Executing Agencies for Design, Supply, Installation, Testing, Commissioning with Comprehensive Maintenance Contract (CMC for 5 years) including Remote Monitoring System (RMS) of Smart Solar Street Light System on the identified existing electric pole under ‘Mukhyamantri Gramin Solar Street Light Yojana’ in Bihar State**” on EPC Basis (the Project) on the terms and conditions contained in the Bidding Documents and amendments of the clarifications in respect thereof issued by the Owner in response to Invitation for Bid (IFB) **EoI No: BREDA/EoI/SPV/MGSSLY/09/2023-24**.

AND WHEREAS the Executing Agency had submitted its Bid for the said Project under **EoI No: BREDA/EoI/SPV/MGSSLY/09/2023-24** and the clarification/ confirmations given through all its subsequent communications (All put together are hereinafter referred to as the “Bid”).

NOW THEREFORE THIS AGREEMENT WITNESS AS UNDER:

Article - 1.0 – Definition

In this Agreement, the word and expression shall have the same meaning as are respectively assigned to them in the Contract Documents specified hereunder, attached herewith, which form an integral part of this Agreement. This Agreement together with all the Documents attached therewith is referred to as the Contract for all intent and purpose of the aforesaid Project.

Article - 2.0 - Date of Commencement of Empanelment

This empanelment has come into force with effect from __/__/2024 i.e. from the date of the signing of this agreement.

Article - 3.0 - Period of Validity of Empanelment

The empanelment shall valid for a period of Two (02) Years from the date of signing of Agreement. The validity of agreement may be extended on or before the date of expiry on mutual consent of both the parties for another One (01) Year.

Article - 4.0 - Agreement Documents

The Empanelment Agreement shall be performed strictly as per the terms & conditions stipulated herein and in the following documents attached hereto (hereinafter referred to as “Agreement Documents”):

- i. The Empanelment Agreement between the BREDA and the Executing Agency and the attachments there to (This Agreement).
- ii. Corrigendum to the EoI including & clarifications issued by the Owner in response to queries raised by Executing Agency, if issued any (Appendix I).
- iii. Expression of Interest (EOI) (Appendix II).
- iv. Designs and Drawings (Appendix III)
- v. Bid submitted by the Successful Bidder (Appendix IV).

The above Documents shall form an integral part of this agreement. If there is an ambiguity or discrepancy or conflict within the empanelment period, the priority of the Documents shall be in the order in which the Agreement Documents are listed above. All documents forming part of the Empanelment Documents are intended to be corrective, complementary and mutually explanatory. The Empanelment Agreement shall be read as a whole.

The provisions relating to Arbitration and Jurisdiction are specified in clause no-3.14 of EoI document. In case of any- conflict amongst Agreement Documents, the decision of the Owner shall be final & binding on the Executing Agency.

Article - 5.0 – Scope of Work

The detailed scope of work of the Executing Agency, under the Agreement has been brought out in the Agreement Documents. However, the scope of work of the Executing Agency shall also include such items of work as may not have been specifically brought out in the said Agreement Documents but as may be necessary for the safe and successful completion of the various items of work envisaged as per good engineering practice and recognized principles.

Article - 6.0 – Unit Price of Solar Street Light System

The total Unit Price of Solar Street Light System shall be **Rs. _____** (_____) for _____ inclusive of all taxes, duties, levies, fees, etc. The price shall remain fixed and firm and shall not change on any account whatsoever, for the duration of the Empanelment. PRD or its authorized representatives will not pay anything over and above this price unless as otherwise specified. All the matters relating to the payments to the executing agency shall be as per the Terms & Conditions and subject to the requirements as specified in the said Conditions of Agreement of **EoI No: BREDA/EoI/SPV/MGSSLY/09/2023-24.**

This Contract is executed in English Language, each party receiving one set and both the sets are authentic.

IN WITNESS WHEREOF the Parties through their duly authorized representatives have signed this agreement on the day, month and year mentioned herein of before.

Witness-1

(Bihar Renewable Energy Development Agency)

(Authorized Person Name)

(Executive Agency Seal)

Witness-2

(Executing Agency)

(Authorized Person Name)

(Executive Agency Seal)

Draft Contract Agreement**Contract Agreement No.****Dated: - _____**

This Contract agreement is made and entered into __day of _____ month of year **2024** between representative of **Panchayati Raj Department, GoB**, (hereinafter referred to as “Owner”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the ONE PARTY

And

M/s _____ having its office at _____ (hereinafter referred to as the “Executing Agency” which expression shall, unless repugnant to the context or meaning thereof) include its successors, administrators and assigns) of the OTHER PARTY.

WHEREAS the Owner, desirous of associating with the Executing Agency for “**Empanelment of Executing Agencies for Design, Supply, Installation, Testing, Commissioning with Comprehensive Maintenance Contract (CMC for 5 years) including Remote Monitoring System (RMS) of Solar Street Light System on the identified existing electric pole under ‘Mukhyamantri Gramin Solar Street Light Yojana’ in Bihar State**” on EPC Basis.

AND WHEREAS the Executing Agency had signed its Empanelment Agreement No. ___Date ___ for the said Project under **EoI No: BREDA/EoI/SPV/MGSSLY/09/2023-24**.

NOW THEREFORE THIS AGREEMENT WITNESS AS UNDER:

Article - 1.0 – Definition

In this Contract Agreement, the word and expression shall have the same meaning as are respectively assigned to them in the Contract Documents specified hereunder, attached herewith, which form an integral part of this Contract Agreement. This Contract Agreement together with all the Contract Documents attached therewith is referred to as the Contract for all intent and purpose of the aforesaid Project.

Article - 2.0 - Period of Validity of Contract Agreement

The Contract Agreement shall valid for a period of Two (02) Years from the date of signing of Contract Agreement. The validity of Contract Agreement may be extended after issuance of extension notice by BREDA.

Article - 3.0 – Contract Agreement Documents

The Contract Agreement shall be performed strictly as per the terms & conditions stipulated herein and in the following documents attached hereto (hereinafter referred to as “Contract Agreement Documents”):

- I. The Contract Agreement between the representative of Panchayati Raj Department, GoB and the Executing Agency and the attachments there to (This Contract Agreement).
- II. Copy of Empanelment Agreement between BREDA and Executing Agency (Appendix I).

The above contract documents shall form an integral part of this Contract agreement. If there is an ambiguity or discrepancy or conflict within the contract period, the priority of the documents shall be in the order in which the contract documents are listed above. All documents forming part of the contract documents are intended to be corrective, complementary and mutually explanatory. The Contract Agreement shall be read as a whole.

Article - 4.0 – Scope of Work

The detailed scope of work of the Executing Agency, under the Agreement has been brought out in the Agreement Documents. However, the above scope of work of the Executing Agency shall also include such items of work as may not have been specifically brought out in the said Contract Agreement Documents but as may be necessary for the safe and successful completion of the various items of work envisaged as per good engineering practice and recognized principles. The approved Unit Price of Solar Street Light System is for the entire scope of supply & services. TDS deduction, as applicable, would be levied by PRD or its authorized representatives.

Article - 5.0 – Price of Solar Street Light System

The unit price of Solar Street Light System (excluding GI Pole) shall be **Rs.** _____

(_____) exclusive of all taxes, duties, levies, fees, etc. The price shall remain fixed and firm and shall not change on any account whatsoever, for the duration of the Contract Agreement and **wherever if required, As Hot Dipped Galvanized Iron (HDGI) pole for mounting Solar Street Light then the payment shall be made as per Building Construction Department (BCD) SOR rate applicable.** PRD or its authorized representatives will not pay anything over and above this price unless as otherwise specified. All the matters relating to the payments to the executing agency shall be as per the Terms & Conditions and subject to the requirements as specified in the said Conditions of Agreement of **EoI No: BREDA/EoI/SPV/MGSSLY/09/2023-24.**

Article - 6.0 – Schedule of Completion of Work Order

Time is the essence of work order and shall be strictly adhered to. The Executing Agency shall so organize its resources and perform its work as to complete it within a period of **6 month** from the date of issuance of particular work order.

Article - 7.0 – Inspection

i. Material Inspection

- a) Material Inspection of Type –A & type –B materials shall be carried out as per procedures mentioned in this EoI document
- b) In case of any discrepancy/ deviation is found in the material inspection report or quality parameters of the test certificates/ reports, the executing agency shall be intimated about such discrepancy/ deviation and Dispatch Instruction shall not be issued.
- c) **No partial inspection of material shall be allowed in terms of both (a) partial quantities against issued work order (b) partial component/ nos. of SSLs units as inspection call raised to BREDA.**

ii. Commissioning Inspection

- a) The Executing Agency after receiving the DI & completion of installation of Smart Solar Street Light Systems along with RMS & activation of RMS shall raise inspection call for commissioning to PRD.
- b) Based on the raised inspection call by the Executing Agency & after submission of work Completion -cum Performance Report by Executing agency, authorized representatives of PRD, representatives of Gram Panchayat & Executing agency shall carry out the inspection of the Solar Street Light System to be commissioned and after inspection of Solar Street Light System including Module, Luminary, Battery, Remote Monitoring System (RMS), Cables, Mounting Structures, Fittings, Nut-Bolts, etc. and other technical requirements as mentioned in this EoI, at the identified sites in Bihar, the Joint Inspection Commissioning Report (JICR) shall be issued.
- c) After inspection of the Solar Street Light System Executing Agency shall ensure that the RMS is functional along with network connectivity and Performance Report are being generated & obligated Comprehensive Maintenance Contract (CMC) activities along with Routine Maintenance Report are being performed/ certified accordingly as per EoI.

iii. Comprehensive Maintenance Contract Obligations

- a. The Executing Agency after commissioning of Solar Street Light System shall ensure that the Solar Street Light System with RMS is functional along with network connectivity and Performance Report are being generated & obligated Comprehensive Maintenance Contract (CMC) activities as per **Format-13** along with Routine Maintenance Report are being performed/ certified accordingly as per EoI.
- b. The Executing Agency is required to certify the Routine Maintenance Report on monthly, quarterly, half yearly or as required as per activities & scheduled mentioned in the EoI.
- c. The service centers/ representatives of Executing Agency are required to maintain a service log book for complains rectification of the SSLs

Article - 8.0 – Terms of Payment

- A. **Twenty-Five (25 %) percent** of the particular work order value against submitted invoice shall be

released after issuance of (a) material inspection report of Type A & Type-B material to be done by representatives of BREDA & Representative of PRD and (b) Dispatch Instruction (DI). The payment will be released by DPRO (District Panchayati Raj Officer) , PRD within 7 days from successful inspection of the supplied materials

- 3.19.3 **Commissioning Payment: --Forty -Five (45 %) percent** of the particular work order value against submitted invoice of the particular work order value shall be released after completion of Geo-tagging by Panchayat technical Assistant (PTA) & activation of RMS by Executing Agencies and thereafter successful inspection by representatives of Executing Agency , PRD or its authorized representative & representative of Gram Panchayat .The payment shall be released Gram Panchayat within 15 days from activation of RMS of installed SSLs by Executing Agency.
- B. **Comprehensive Maintenance Contract Payment:** - Balance Thirty (30) percent of the work order value shall be paid in 10 yearly installments (i.e. 3% half yearly in the cycle month of October and April) towards Comprehensive Maintenance Contract against submitted invoice on (a) Routine Maintenance report certified by representatives of PRD /Gram Panchayat and (b) Performance Report to be preferably generated from an automated Remote monitoring system/ CMS(Centralized Monitoring system) (as per prescribed format) of the installed Solar Street Light Systems to be submitted by the executing agency.
- C. Payment of CMC shall be made on pro-rata basis towards the number of solar street light systems working satisfactorily (i.e. if upto 97.99% of the systems of the particular work order is certified to be in satisfactory working condition, then 97.99% of the CMC payment shall be done). However, if 98% of the system is certified to be in satisfactory working condition, then 100% of the CMC payment shall be done (i.e. if 98% of the systems of the particular work order is certified to be in satisfactory working condition, then 100% of the CMC payment shall be done).
- D. Payment of CMC shall be made after deduction of delay penalties (Liquidated Damages) if any, as applicable in line with EoI terms & conditions.

Article - 9.0 – Penalty/ Liquidated Damages

- i. **Delay in Commissioning:** The delivery of the material in time is the essence of the contract and for ensuring the commissioning of allotted SSLs works within 3 months (90 days) which is guaranteed under this penalty clause. In case, the executing agency fails to complete the allotted work within the time period specified in this EoI / Contract / Work Order the penalty clause shall be imposed. **The usual term of penalty is at the rate of 5% of the of the non-executed part of Work order value per week of delay, subject to maximum upto 20% of the non-executed part of the Work order value unless Extension of Time (EoT) is allowed by PRD or its authorized representative.** Once the maximum penalty reaches, PRD or its authorized representative may consider for termination of the work order of such works and further necessary action as deemed fit may be initiated. For the purpose of calculation, one month means a period of 30 calendar days.
- ii. **Delay in CMC:** The CMC obligations under this contract is the essence for ensuring the proper functioning of the commissioned SSLs for 5 Years from the date of commissioning, which is guaranteed under this penalty clause. In case, the executing agency fails to carry out the obligations of the CMC within the time period specified in this EoI / Contract the penalty clause shall be imposed. The usual term of penalty is at the rate of INR 10/- (Rupees Ten) per day per SSLs and shall be imposed after 48 hours from the intimation of defect/ rectification to be done till its rectification by the executing agency. In cases where required the penalty shall be recovered from the subsequent/ allied payments or the Performance Bank Guarantee (PBG) of the Executing Agency, as the case may be.

Article - 10.0 – Service Centre

- a) The scope of work also includes mandatory opening of Service Center in the bidder's name at relevant locations

in concerned district/s through which servicing and maintenance should be provided as stipulated in Bid document. The maintenance shall include detailed testing for fault identification & its rectification shall include replacement/ repair of any damaged parts to restore the system in working condition. Apart from this, any complaint registered/ service calls received / IVRS / faults notified in the report generated by the RMS/CMS or any other legal means should be attended and rectified within 48 hours.

- b) The executing agency shall be required to establish at least one Service Centre in each district within one month from receipt of first work order with a Supervisor alongwith minimum Two nos. of qualified manpower having mobile number with WhatsApp for registering the complaints and its redressal of per 10,000 nos. of installed SSLS in the district .
- c) The service centers are required to maintain a service logbook for complains redressal of the beneficiary as per the format attached.

Article - 11.0 – Transfer of Ownership

- The Ownership of the Solar Street Light System and Equipment shall be transferred in working condition to PRD or its authorized representative when Comprehensive Maintenance Contract (CMC) is completed successfully of the commissioned Solar Street Light System on the Site.
- Notwithstanding the transfer of Ownership of the Solar Street Light System, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Executing Agency.

Article - 12.0 - Arbitration and Jurisdiction

- Any dispute between the PRD or its authorized representative and Executing Agency arising out of this Contract will first be resolved amicably between the both Parties. In such cases where dispute is not resolved between the Parties, then the Parties may mutually agree to appoint an arbitrator under the provisions of Arbitration and Conciliation Act, 1996.
- Any disputes arising shall be subject to the jurisdiction of the High Court of Patna.
- Whenever required BREDA shall provide assistance in arbitration with respect to interpretation of the EOI clauses.
- The provisions relating to Arbitration and Jurisdiction are specified in EoI document. In case of any- conflict amongst Contract Agreement Documents, the decision of the PRD or its authorized representative shall be final & binding on the Executing Agency.

This Contract is executed in English Language, each party receiving one set and both the sets are authentic.

IN WITNESS WHEREOF the Parties through their duly authorized representatives have signed this agreement on the day, month and year mentioned herein of before.

<u>Witness-1</u>	<hr/> (Panchayati Raj Department, GoB) <hr/> (AuthorisedAuthorized Person Name) <hr/> (Company Seal) <hr/>
<u>Witness-2</u>	<hr/> (Executing Agency) <hr/> (Authorized Person Name) <hr/> (Executive Agency Seal) <hr/>

Draft LOI-cum-Work Order

Letter No-

Date:-

From,

PRD or its authorized representative**Add-**

To,

Name of Empaneled Bidder-**Add. of Bidder-**

Sub:- LOI cum Work Order against “Empanelment of Executing Agencies for Design, Supply, Installation, Testing, Commissioning with Comprehensive Maintenance Contract (CMC for 5 years) including Remote Monitoring System (RMS) of Smart Solar Street Light System on the identified existing electric pole under ‘Mukhyamantri Gramin Solar Street Light Yojana’ in Bihar State”.

Ref: 1. EoI No: BREDA/EoI/SPV/MGSSLY/09/2023-24
2. Contract Agreement No. ___ dated _____

Sir,

With reference to the subject cited above, it is to inform that work order is awarded for Design, Supply, installation, testing, Commissioning with Comprehensive Maintenance Contract (CMC) for five (05) years including Remote Monitoring System (RMS) of Smart Solar Street Light System under “Mukhyamantri Gramin Solar Street Light Yojana” for ___ Nos. in _____ district _____ Block _____ Panchayat. Details of site locations are hereby enclosed.

Test certificates of complete smart solar street lighting system as per specifications in the EOI along with inbuilt remote monitoring device should be from MNRE approved or accredited labs should be submitted at the time of material inspections.

A	B	C	D	E	F	G	H
Name of Company	District	Block	Panchayat	Nos. of Smart Solar Street Light System	Price of Smart Solar Street Light System	Total Work Order Value @ Rs. /- per Smart Solar Street Light System (INR) (E*F)	CPG Amount To be Submitted (@ 5% of Work Order Value (G)), in INR
M/s				Nos.		/-	/-
				<i>(If required)</i> Nos. of Hot Dipped Galvanized Pole	Price of Hot Dipped Galvanized Pole	Total Work Order Value @ Rs. /- per Hot Dipped Galvanized Pole (INR) (E*F)	
				Nos.		/-	
TOTAL				Nos.		/-	/-

Therefore, it is requested to submit the PBG in the form of BG as per EoI/ Contract Agreement terms and conditions.

I. Schedule of Completion of Work Order

Time is the essence of work order and shall be strictly adhered to. The Executing Agency shall so organize its resources and perform its work as to complete it within a period of **3 month** from the date of issuance of particular work order.

II. Inspection

i. Material Inspection

- a. Material Inspection of Type –A & type –B materials shall be carried out as per procedures mentioned in this EoI document
- b. In case of any discrepancy/ deviation is found in the material inspection report or quality parameters of the test certificates/ reports, the executing agency shall be intimated about such discrepancy/ deviation and Dispatch Instruction shall not be issued.
- c. **No partial inspection of material shall be allowed in terms of both (a) partial quantities against issued work order (b) partial component/ nos. of SSLs units as inspection call raised to BREDA.**

i. Commissioning Inspection

- a. The Executing Agency after receiving the DI & completion of installation of Smart Solar Street Light Systems along with RMS shall raise inspection call for commissioning to PRD.
- b. Based on the raised inspection call by the Executing Agency & after submission of work Completion - cum Performance Report by Executing agency, authorized representatives of PRD, representatives of Gram Panchayat & Executing agency shall carry out the inspection of the Solar Street Light System to be commissioned and after inspection of Solar Street Light System including Module, Luminary, Battery, Remote Monitoring System (RMS), Cables, Mounting Structures, Fittings, Nut-Bolts, etc. and other technical requirements as mentioned in this EoI, at the identified sites in Bihar, the Joint Inspection Commissioning Report (JICR) shall be issued.
- c. After inspection of the Solar Street Light System Executing Agency shall ensure that the RMS is functional along with network connectivity and Performance Report are being generated & obligated Comprehensive Maintenance Contract (CMC) activities along with Routine Maintenance Report are being performed/ certified accordingly as per EoI.

iv. Comprehensive Maintenance Contract Obligations

- a. The Executing Agency after commissioning of Solar Street Light System shall ensure that the Solar Street Light System with RMS is functional along with network connectivity and Performance Report are being generated & obligated Comprehensive Maintenance Contract (CMC) activities as per **Format-13** along with Routine Maintenance Report are being performed/ certified accordingly as per EoI.
- b. The Executing Agency is required to certify the Routine Maintenance Report on monthly, quarterly, half yearly or as required as per activities & scheduled mentioned in the EoI.
- c. The service centers/ representatives of Executing Agency are required to maintain a service log book for complains rectification of the SSLs

III. Terms of Payment

- a) **Twenty-Five (25 %) percent** of the particular work order value against submitted invoice shall be released after issuance of (a) material inspection report of Type A & Type-B material to be done by representatives of BREDA & Representative of PRD and (b) Dispatch Instruction (DI). The payment will be released by DPRO (District Panchayati Raj Officer) , PRD within 7 days from successful inspection of the supplied materials
- b) **Commissioning Payment: --Forty -Five (45 %) percent** of the particular work order value against submitted invoice of the particular work order value shall be released after completion of Geo-tagging by Panchayat technical Assistant (PTA) & activation of RMS by Executing Agencies and thereafter successful inspection by representatives of Executing Agency , PRD or its authorized representative & representative of Gram Panchayat .The payment shall be released Gram Panchayat within 15 days from activation of RMS of installed SSLs by Executing Agency.
- c) **Comprehensive Maintenance Contract Payment: - Balance Thirty (20) percent** of the work order value shall be paid in 10 yearly installments (i.e. 3% half yearly in in the cycle month of October and April) towards Comprehensive Maintenance Contract against submitted invoice on (a) Routine Maintenance report certified by representatives of PRD /Gram Panchayat and (b) Performance Report to be preferably generated from an automated Remote monitoring system /CMS(Centralized monitoring Sysytem (as per

prescribed format) of the installed Solar Street Light Systems to be submitted by the executing agency.

- d) Payment of CMC shall be made on pro-rata basis towards the number of solar street light systems working satisfactorily (i.e. if upto 97.99% of the systems of the particular work order is certified to be in satisfactory working condition, then 97.99% of the CMC payment shall be done). However, if 98% of the system is certified to be in satisfactory working condition, then 100% of the CMC payment shall be done (i.e. if 98% of the systems of the particular work order is certified to be in satisfactory working condition, then 100% of the CMC payment shall be done).
- e) Payment of CMC shall be made after deduction of delay penalties (Liquidated Damages) if any, as applicable in line with EoI terms & conditions.

IV. Penalty/ Liquidated Damages

i. **Delay in Commissioning:** The delivery of the material in time is the essence of the contract and for ensuring the commissioning of allotted SSLS works within 3 months (90 days) which is guaranteed under this penalty clause. In case, the executing agency fails to complete the allotted work within the time period specified in this EoI / Contract / Work Order the penalty clause shall be imposed. **The usual term of penalty is at the rate of 5% of the of the non-executed part of Work order value per week of delay, subject to maximum upto 20% of the non-executed part of the Work order value unless Extension of Time (EoT) is allowed by PRD or its authorized representative.** Once the maximum penalty reaches, PRD or its authorized representative may consider for termination of the work order of such works and further necessary action as deemed fit may be initiated. For the purpose of calculation, one month means a period of 30 calendar days.

ii. **Delay in CMC:**

The CMC obligations under this contract is the essence for ensuring the proper functioning of the commissioned SSLS for 5 Years from the date of commissioning, which is guaranteed under this penalty clause. In case, the executing agency fails to carry out the obligations of the CMC within the time period specified in this EoI / Contract the penalty clause shall be imposed. The usual term of penalty is at the rate of INR 10/- (Rupees Ten) per day per SSLS and shall be imposed after 48 hours from the intimation of defect/ rectification to be done till its rectification by the executing agency. In cases where required the penalty shall be recovered from the subsequent/ allied payments or the Performance Bank Guarantee (PBG) of the Executing Agency, as the case may be.

Encl- List of Sites.

Your's faithfully

PRD or its authorized representative
Address.

Memo No. _____ Date:- _____
Copy to: - District Magistrate, _____, Bihar for kind information & needful action.

PRD or its authorized representative
Address.

Memo No. _____ Date:- _____
Copy to: - Panchayati Raj Deptt. Vikas Bhawan Patna, Bihar for kind information & needful action.

PRD or its authorized representative
Address.

Memo No. _____ Date:- _____
Copy to: - Director, BREDA, Vidyut Bhawan II Patna, Bihar for kind information & needful action.

PRD or its authorized representative
Address.

Joint Venture (JV)/ CONSORTIUM AGREEMENT

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

THIS Joint Venture (JV)/ Consortium Agreement (“Agreement”) executed on this _____ day of _____ 2024 between M/s [insert name of Lead Member] _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “Lead Member”, which expression shall include its successors, executors and permitted assigns)

And

M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “other Member”, which expression shall include its successors, executors and permitted assigns), which expression shall include its successors, executors and permitted assigns)

WHEREAS, each Member individually shall be referred to as the “Member” and both the Members shall be collectively referred to as the “Members” in this Agreement.

WHEREAS the Bihar Renewable Energy Development Agency (hereinafter called BREDA has invited response to EoI No. _____ dated _____ for **“Empanelment of Executing Agencies for Design, Supply, Installation, Testing, Commissioning with Comprehensive Maintenance Contract (CMC for 5 years) including Remote Monitoring System (RMS) of Smart Solar Street Light System on the identified existing electric pole under ‘Mukhyamantri Gramin Solar Street Light Yojana’ in Bihar State”.**

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Joint Venture/ Consortium do hereby mutually agree as follows:

1. We, the Members to the Agreement do hereby unequivocally agree that (M/s _____), shall act as the Lead Member for self and on behalf of another Member _____.
2. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Joint Venture/ Consortium in discharging all of their respective obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
3. In case the said work is awarded to the Joint Venture/ Consortium the partners of the Consortium will nominate a person with duly notarized Power of Attorney on stamp paper, who will represent the Consortium with the authority to incur liabilities, receive instructions and payments, sign and execute the contract for and on behalf of the Consortium.
4. The parties agree to make financial as well as technical participation and to place at disposal of Joint Venture/ Consortium the benefits of its individual, technical knowledge, skill and shall in all respect bear its share as regards planning and execution of the work and responsibilities including provision of information, advice and other assistance required in the Joint Venture/ Consortium and participation shall be in proportion of

Company A-----%

Company B-----%

(Lead member should possess more than 51% share in the Consortium)

Total 100%

5. In case of any breach of any commitment by any of the Joint Venture/ Consortium Members, the Lead Member shall be liable for the consequences thereof.
6. This Agreement shall be construed and interpreted in accordance with the Laws of India and court at Patna alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
7. It is hereby further agreed that in case of being shortlisted, the Members do hereby agree that they shall abide by the terms & conditions of the EoI document.
8. It is further expressly agreed that this Agreement shall be irrevocable and shall form an integral part of the EoI submitted to BREDA and shall remain valid till completion of the job assigned to the Contractor.
9. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to EoI.

10. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under this agreement without the explicit permission of BREDA.

11. This Agreement

- a. Has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
- b. Sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
- c. May not be amended or modified except in writing signed by each of the Members and with prior written consent of BREDA

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

Signature

Signature

For M/s-----[Lead Member]

For M/s-----[Other Member]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated:)

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

Approval of Manufacturer/ Vendor of Type-A & Type-B

1	Name of the Manufacturer/Vendor:				
a	Full Address:				
b	Ph No/Mob No:				
C	E-mail:				
2	Name of Material to be supplied by this Manufacturer				
3	Details of Check list & documents submitted along with request letter for Manufacturer/Vendor approval: -				
Sr no	Qualification Criteria for Manufacturer approval		Documents submitted Yes/No	Details of Documents & their Validity	Remarks/Details of experience/Supply of items to central/state govt. Power utilities only/ Type test Certificate/Industry dept. Regd. Certificate
A	The firm should be registered with the statutory body for manufacturing of items covered in the Bidding /Contract Documents. (Copy of the Valid Registration Certificate, Factory License, GST Certificate, to be enclosed)	Factory License Registration Certificate GST			
B	The firm should be in business for at least Two years and its annual manufacturing capacity should be at least Two times the ordered quantity. (Copies of the Documentary evidence to this effect to be furnished)				
C	The firm should have supplied similar equipment/ item for SPV projects under Central/ State Govt. Department/ Agency/Authority in last Two years and which are in commercial operation for at least Two (2) years (Documentary evidence to be submitted)				
D	The firm should have Valid test certificates duly issued by NISE/NABL/BIS/MNRE accredited laboratories (as per relevant BIS/IS/IEC standards as mentioned in Section-IV Technical Specification of EOI) for same rating.				

E	The firm should have testing laboratories equipped with all testing equipment/instruments along with calibration certificates from statutory/Regulatory body to carry out all the routine tests in house.				
F	The firm should have established Quality control lab/organization as per latest ISO: 9001 :2015 standard	ISO: 9001 :2015 Certificate			
G	Notarized Affidavit on Rs. 1000/- stamp paper regarding non-blacklisted and non-debarred by any State/Central Govt./Govt. Bodies in India.	OHSAS Certificate (Desirable)			

**SAMPLE FORMAT FOR EVIDENCE OF WORKING CAPITAL CERTIFICATE
(ISSUED ON LETTERHEAD OF CHARTERED ACCOUNTANT/ FIRM)**

This in to certify that M/s _____ is a reputed company with a good financial standing. If the works as per EOI is awarded to the above firm, they shall be able to provide overdraft/credit facilitates to the extent of Rs. _____ to meet their working capital requirements for executing to the above contract during the contract period.

**Sign of CHRTERED ACCCOUNTANT
Authorized Signatory of CHARTERED ACCOUNTANT FIRM**

UDIN No.

**SELF DECLARATION OF INSTALLATION CAPACITY
(ISSUED ON LETTERHEAD OF BIDDER)**

I/WeS/o..... (Designation)..... , authorized signatory of (Bidder's Name).....here by undertake that , we have capacity to Design, Supply, Installation, Testing, Commissioning with Comprehensive Maintenance Contract (CMC for 5 years) including Remote Monitoring System (RMS) ofnos. of smart SSLS(Solar Street Light System) on the identified existing electric pole during the contract period under 'Mukhyamantri Gramin Solar Street Light Yojana' in Bihar State as per terms & condition specified in EOI No. BREDA/EoI/SPV/MGSSLY/09/2023-24.

Signature of Authorized Signatory

Name

Designation

Seal

In case, Bidder wishes to enhance installation capacity during the contract period, additional BG of 5% value of the enhanced capacity shall be submitted prior to enhancement of installation capacity.

Note: This is only for indicative purposes. The allotment of work shall be prerogative of BREDA/PRD.