

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

6. Language of Bid

All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data shall be in English Language only. Supporting documents and printed literature furnished by the bidder if provided in another language shall be accompanied by an accurate translation of the relevant passages in the English language duly authenticated and certified by the bidder (exception for bidders from Maharashtra). Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

7. Documents Comprising in tender

The tender prepared by the Bidder shall be uploaded in two parts:

- a) Technical Bid
- b) Financial Bid

Part I - Technical Proposal:

Bidder shall submit relevant certificates to fulfill the eligibility criteria prescribed in the tender document along with following documents/information.

Sr. No.	Particulars
1	Copy of receipt of tender fee
2	Copy of receipt for EMD
3	Duly stamped and signed Tender Document (E-Sign is permitted)
4	Industry /Firm/Company registration certificate (MSME allowed) indicating valid certification, related to solar work.
5	Copy of PAN Card
6	Copy of GST registration
7	Power of attorney; for company's authorized person (Refer Format – A)
8	Self-Certification of No Barr/non failure/blacklisted (Refer Format – B)
9	Bank details of bidder (Refer Format - C)
10	Bidder's Information Sheet (Refer Format - D)
11	Details of set-up for after sales service (Refer Format - E)
12	Financial credentials of bidder (Refer Format - F), along with: <ol style="list-style-type: none">1. Scanned copy of IT returns for last three financial years, supporting with2. Summary of balance sheet / auditor's report. Only profit making organizations are eligible.3. Overall Average Annual Turnover of the Company/Firm/ Corporation in the last three financial years should be at least Rs. 1 Crore (Rupees One Crore only) (This must be the individual Company's turnover and not that of any group of Companies; A summarized sheet of turnover for last three years with average turnover certified by registered CA should be compulsorily enclosed)
13	Experience for installation and commissioning of SPV power plants / list of projects (Refer Format - G). Along with : <ol style="list-style-type: none">a) Scanned copies of work / purchase orders received for completed projects and performance reports from beneficiary along with RMS Details. Incomplete Work Orders/ Purchase orders will not be accepted.b) The Bidder should have installed & commissioned 30 kW capacity single and 130 kW cumulative grid-connected roof top net metering system projects. The list of projects commissioned has to be submitted along with the tender. The copy of the Commissioning certificate and Work order / Contract / Agreement / from the Client /



	<p>Owner shall be submitted. MEDA reserves right to ask for generation report.</p> <p>c) Satisfactory certificate along with contact details of concern authority at installation (Beneficiary/Client) is to be submitted. Representative of MEDA &/OR representative of appointed consultant by MEDA for this assignment will / may visit such installation. Bidders to arrange necessary permissions.]</p> <p>d) Empanelment letter from DISCOMS/MSEDCL for GCRT Scheme 2020-21</p>
14	<p>Site visit report (Refer Format – H) (Online site visit is permitted due to Covid-19)</p> <p>Note: Individual report should be submitted for all the mentioned sites.</p>
15	<p>Details of proposed / offered system (Refer Format - I)</p> <p>Note: Individual report should be submitted for all the mentioned sites.</p>
16	<p>Details for output / power generation – assumed & assured from proposed / offered system (Refer Format - J). Note: Individual report should be submitted for all the mentioned sites.</p>
17	<p>Brochure for offered solar systems along with test certificates compiling applicable Standards as per guidelines issued by MNRE. And details of Guaranties & Warranties.</p>
18	<p>Manufacture/supply the material (module & inverter) only as per standards mention in tender document (Annexure – A). Should provide valid IEC certificate of SPV Module & Inverter and test report from authorized test center of MNRE, Gol.</p>
19	<p>Format of Commitment from the Bidder.</p>
20	<p>Financial Status Annexure C</p>

The Bidder is expected to follow all instructions, forms, terms and specifications in the Tender Document. Failure to furnish all information required in the tender document will be at the Bidder's risk and may result in rejection of the bid.

Part II - Financial bid

Financial Bid shall contain:

1. The bidder should quote the price as against total tender estimate as shown in the tender document.
2. The price quoted in the bid will be ***inclusive of all*** taxes, duties, insurance and all incidental charges for successful design, supply, installation, commissioning along with comprehensive maintenance for five years of Solar PV Power Plant.
3. Prices shall be quoted in Indian Rupees only.
4. In no circumstances, escalation in the prices will be entertained.
5. Financial Bid uploaded with an adjustable price quotation will be treated as non-responsive and will be rejected.

Any Bid not in accordance with above clauses of this Section will be rejected.

8. Earnest Money Deposit (EMD), Security Deposit (SD) and Forfeiting of EMD:

A) Earnest Money Deposit:

The Earnest Money Deposit should be paid online through respective portal. Tender without Earnest Money Deposit will be outrightly rejected. No interest shall be payable on the amount of Earnest Money. EMD shall be returned to unsuccessful Bidders after acceptance of work order by successful Bidder and EMD of successful Bidder shall be returned after submission of security deposit.

EMD Exemption will be applicable as per Purchase policy BhanKhaS-2014/P.K-82/Part-III/Industries dated 01/12/2016.

B) FORFEITING OF EMD:

The EMD submitted by the Bidder shall be forfeited if:



1. The Bidder withdraws his tender before finalization of work order.
2. The Bidder does not accept work order.
3. The Bidder violates any of the terms and conditions of the tender.
4. The Bidder fails to deposit requisite Security deposit.
5. If the Bidder fails / refuses to execute the contract, MEDA shall have full right to claim damages thereof in addition to the forfeiture of EMD

C) SECURITY DEPOSIT:

1. The Bidder shall furnish security deposit at 3% of the total contract value within 15 bank working days after issuing of work order by way of demand draft of nationalized bank in favor of Maharashtra Energy Development Agency, payable at Mumbai.
2. Failure to comply with the terms of security deposit within stipulated time, your claim for this tender will be rejected and work will be awarded to L2 bidder.
3. The security deposit shall be liable to be forfeited wholly or partly at the sole discretion of the MEDA, if the Bidder either fails to execute the work of above projects or fails to fulfill the contractual obligations or fails to settle in full his dues to MEDA.
4. In case of premature termination of the contract, the security deposit will be forfeited and MEDA will be at liberty to recover the losses suffered by it & if additional cost is to be paid, the same shall be recovered from the Bidder.
5. MEDA is empowered to recover from the security deposit for any sum due or any other sum that may be fixed by the MEDA as being the amount or loss or losses or damages suffered by it due to delay in performance and /or non-performance and /or

partial performance of any of the conditions of the contract and /or non-performance of guarantee obligations.

6. The security deposit shall be released to the Bidder after completion of 5 years of CMC satisfactorily. Also Bidder has to give the guaranteed generation for 5 years at available solar radiation. If systems produce less generation below guaranteed generation then penalty of Rs. 6/- per unit will be charged from your Security Deposit and will be released accordingly.

9. PRICE VARIATION:

The Project cost shall be *inclusive of all* duties and taxes, insurance etc. The prices quoted by the firm shall be complete in all respect and no price variation /adjustment shall be payable by MEDA.

As per Government Resolution BhanKhaS-2014/P.K-82/Part-III/Industries dated 01/12/2016, Tender out of the Price band (I.e -20% to +10%) of the tender cost will be rejected.

10. JURISDICTION:

In case of any dispute, in the documentation and during implementation, commissioning, completion and CMC period, all the matter will be resolve under Mumbai Jurisdiction only.

11. Period of Validity of Bid

- Bids shall remain valid for 90Days after the date of opening of Technical Bid.
- In exceptional circumstances, MEDA may solicit the Bidder's consent to extend the period of validity. The request and the responses thereto shall be made in

writing. The EMD provided shall also be suitably extended. A Bidder granting the request will not be permitted to modify its bid.

12. Mode of submission of bids

- The Bids shall be submitted electronically in the **e-tender platform** only.
- Bids sent by any other mode like in person, post, Telex or Fax or e-mail will be rejected.
- MEDA may at its discretion ask the Bidder to submit the hard copy of any of the document/information submitted on e-tender platform.

13. Clarification of Bids

During evaluation of Bids, MEDA may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substances of the Bid shall be sought, offered or permitted.

14. Pre Bid Meeting:

Pre bid meeting shall be called at Maharashtra Energy Development Agency, Divisional Office Mumbai to clarify doubts if any, after floating tender on site <https://mahatenders.gov.in> and before submission of final tender document.

15. Acceptance or Rejection of Bids

- MEDA reserves the right to accept or reject any bid or all the bids and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability or any obligation to inform the affected bidder or bidders of the grounds for the said action.
- Any Bid with incomplete information is liable for rejection.

