Request for Selection (RfS) Document for Empanelment of Vendors for Design, Manufacture, Supply,Transport, Installation, Testing and Commissioning of Off-Grid Solar Photovoltaic Water Pumping Systems(SPWPS) of different capacities (HP) in Jharkhand State, including complete system warrantyand its repair and maintenance for 5 Years under Component-B of PM-KUSUM scheme of MNRE

(JREDA)

Government of Jharkhand

Tender Reference No. 30/JREDA/SWPS/PM-KUSUM/23-24 dated: 08.08.2023

Jharkhand Renewable Energy Development Agency (JREDA)
3rd Floor, S.L.D.C. Building, Kusai Colony, Doranda, Ranchi-834002.
Ph.: 0651-2491161, Fax: 0651-2491165,
E-mail: info@jreda.com; Website: www.jreda.com

DISCLAIMER

I. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of JREDA immediately. If no intimation is received from any bidder within **20 (Twenty) days from the date of issuance of RfS documents,** it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).

II. Jharkhand Renewable Energy Development Agency (JREDA) reserves the right to modify, amend or supplement this document.

III. This RfS document has been prepared in good faith, and on best endeavor basis. Neither JREDA nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements 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 document, even if any loss or damage is caused by any act or omission on their part.

IV. In case of any discrepancy in the documents uploaded on the websites of JREDA and JHARKHAND E-PROCUREMENT, the documents uploaded on the JHARKHAND E-PROCUREMENT website will prevail.

Place: Ranchi Date: 08.08.2023

BID INFORMATION SHEET

The brief details of the RfS are as under:

<table>
<tr><td>(A)</td><td>NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB</td><td>Empanelment of Vendors for Design, Manufacture, Supply, Transport, Installation, Testing and Commissioning of Off Grid Solar Photovoltaic Water Pumping Systems (SPWPS) of different capacities (HP) in Jharkhand State, including complete system warranty and its repair and maintenance for 5 Years under Component-B of PM-KUSUM scheme of MNRE</td></tr>
<tr><td>(B)</td><td>RfS NO. & DATE</td><td>RFS No. 30/JREDA/SWPS/PM-KUSUM/23-24 Dated 08.08.2023</td></tr>
<tr><td>(C)</td><td>TYPE OF BIDDING SYSTEM</td><td><table><tr><td>SINGLE BID SYSTEM</td><td></td></tr><tr><td>TWO BID SYSTEM</td><td>Yes</td></tr></table></td></tr>
<tr><td>(D)</td><td>TYPE OF RfS/ TENDER</td><td><table><tr><td>E-TENDER</td><td>Yes</td></tr><tr><td>MANUAL</td><td></td></tr></table></td></tr>
<tr><td>(E)</td><td>COMPLETION/ CONTRACT PERIOD</td><td>As mentioned in RfS Document</td></tr>
<tr><td>(F)</td><td>BID PROCESSING FEE</td><td><table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table>
Amount: INR 10,000/- (Indian Rupees Ten Thousand Only) including GST, to be submitted either through NEFT/RTGS transfer in the account of JREDA, or in the form of DD/Pay Order along with the response to RfS in favor of “Director, Jharkhand Renewable Energy Development Agency”, payable at Ranchi.</td></tr>
</table>

<table>
<tr><td>(G)</td><td>EARNEST MONEY DEPOSIT (EMD)</td><td><table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table>Amount: As per clause 11 of section III of this RfS to be submitted in the form of Bank Guarantee/Payment on Order Instrument, along with the Response to RfS.</td></tr>
<tr><td>(H)</td><td>PERFORMANCE BANK GUARANTEE</td><td><table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table>Amount: As per clause 12 of section III of this RfS to be submitted in the form of Bank Guarantee/Payment on Order Instrument, along with the Response to RfS.</td></tr>
<tr><td>(I)</td><td>DATE, TIME & VENUE OF PRE-BID MEETING</td><td>Jharkhand Renewable Energy Development Agency (A State Nodal Agency under Dept. of Energy, Government of Jharkhand)
3rd Floor, S.L.D.C. Building, Kusai Colony, Doranda, Ranchi-834002, Ph.: 0651-2491161, Fax: 0651-2491165, E-mail: info@jreda.com; Website: www.jreda.com</td></tr>
<tr><td>(J)</td><td>OFFLINE & ONLINE BID-SUBMISSION DEADLINE</td><td>As per NIB on http://www.Jharkhandtenders.gov.in portal</td></tr>
<tr><td>(K)</td><td>TECHNO-COMMERCIAL BID OPENING</td><td>As per NIB on http://www.Jharkhandtenders.gov.in portal</td></tr>
<tr><td>(L)</td><td>e-REVERSE AUCTION (e-RA)</td><td>Not Applicable</td></tr>
<tr><td>(M)</td><td>CONTACT DETAILS OF e-procurement PORTAL</td><td>Contact Person: JHARKHAND e-PROCUREMENT Support Team
Customer Support: +91-0120-4711 508, 4001 002, 4001 005, 6277 787 (From 10:00 Hrs. to 18:00 Hrs. on all working Days i.e. Monday to Friday except Govt. Holidays)
Email: support-eproc@nic.in</td></tr>
<tr><td>(N)</td><td>NAME, DESIGNATION, ADDRESS AND OTHER DETAILS</td><td>Shri. Mukesh Prasad
Electrical Executive Engineer, Jharkhand Renewable Energy Development Agency (JREDA)
3rd Floor, S.L.D.C. Building, Kusai Colony, Doranda, Ranchi-834002, Ph.: 0651-2491161, Fax: 0651-2491165

Email: info@jreda.com</td></tr>
</table>

	(FOR SUBMISSION OF RESPONSE TO RfS)	
(O)	**DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY ASSISTANCE REQUIRED**	1) Shri. Mukul Kumar Project Engineer, JREDA-PMU Ph: 7004341906 mukul.t@germi.res.in

- Bids must be submitted strictly in accordance with Section-2 and 3 of the RfS, depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet.
- Bidders are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
- Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS document along with its amendment(s) and clarifications if any, from e-procurement Portal (***http://www.Jharkhandtenders.gov.in***) and/or JREDA website (***https://www.jreda.com***) and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
- Clarification(s)/ Corrigendum(s) if any shall also be available on the above referred websites.

Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the websites *http://www.Jharkhandtenders.gov.in* and *www.jreda.com*. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on *www.jreda.com* and the details only will be available from *http://www.Jharkhandtenders.gov.in*

SECTION 1. INTRODUCTION & INVITATION FOR BIDS

1 Background & Introduction

1.1 Jharkhand Renewable Energy Development Agency (hereinafter called "JREDA") is a State Nodal Agency under the Department of Energy, Govt. of Jharkhand. It functions under the guidelines of Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Agency is to assist the Ministry and function as the implementing and facilitating arm for identifying the renewable energy sources and for development, promotion and commercialization of solar energy technologies in the state.

1.2 As a part of Intended Nationally Determined Contributions (INDCs), India has committed to increase the share of installed capacity of electric power from non-fossil-fuel sources to 40% by 2030. While Large Scale Solar power generation projects are being installed to achieve the ambitious targets for renewable Power generation, it has been planned to simultaneously develop decentralized solar energy.

1.3 Besides, developing decentralized renewable power, it is planned to replace Agriculture Diesel pumps with Solar Water pumps and Solarize Grid connected Agriculture pumps. At present, over 30 million agricultural pumps are installed in India, out of which nearly 10 million pumps are diesel based. The Distribution Companies (DISCOMs) are not in a position to energize these pumps through grid connection as seen from the long waiting lists with such Distribution Companies. Hence there is a need to provide energy to these pumps through solar energy. Also, over 20 million grid-connected agriculture water pumps installed in the country consume more than 17 percent of total annual electricity consumption of the country. Solarization of the same can reduce dependence of these pumps on conventional sources of energy supplied by DISCOMs and thus reducing their burden of subsidy on agriculture consumption of electricity. This will also provide additional source of income to farmers who will be in a position to sell the surplus power to DISCOMs. To provide energy and water security to farmers and enhance their income, de-dieselize the farm sector, and reduce environmental pollution, the Government of India approved PM-KUSUM scheme on 19.2.2019. As part of these initiatives, JREDA has been nominated by MNRE for conducting third bidding tender under the Component-B of PM-KUSUM in Jharkhand State.

1.4 JREDA shall be the bidding agency for Empanelment of Vendors for Design, Manufacture, Supply, Transport, Installation, Testing and Commissioning of Off Grid Solar Photovoltaic Water Pumping Systems (SPWPS) of different capacities (HP) in the State, including complete system warranty and its repair and maintenance for 5 Years under Component-B of PM-KUSUM scheme of MNRE. Details regarding the selection process are contained in Section-8 of the RfS. JREDA's role is to discover price through transparent competitive bidding mechanism. Award of work will be carried out by State Implementation Agencies (JREDA).

1.5 The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available for such

Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all Bidders at the time of tendering itself, it is up to the Bidders to avail various tax and other benefits. No claim shall arise on JREDA forany liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the SPWPS. JREDA does not however, give a representation on the availability of fiscal incentive and submission of bid by the Bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.

1.6 Individual farmers will be supported to install standalone solar Agriculture pumps of capacity up to 7.5 HP for replacement of existing diesel Agriculture pumps / irrigation systems in off-grid areas, where grid supply is not available. Installation of new pumps shall also be permitted under this scheme except in dark zone areas. Pumps of capacity higher than 7.5 HP may be allowed, however, the CFA will be limited to the CFA applicable for pump of 7.5 HP. Water User Associations and community based irrigation system will also be covered under this component. However, priority would be given to small and marginal farmers. In order to minimize the water usage for irrigation purpose, preference will be given to the farmers using Micro irrigation systems or covered under Micro irrigation schemes or who opt for micro irrigation system. The size of pump would be selected based on water table in the area, land covered, and quantity of water required for irrigation. For solar pumps to be set up and used by Water User Associations/ Farmer Producer Organizations/Primary Agricultural Credit Societies based irrigation system, the CFA will be allowed for solar pump capacity of higher than 7.5 HP considering up to 5 HP capacity for everyone in the group.

1.7 Solar PV capacity in kW for the pump capacity in HP will be allowed as per MNRE specifications under the scheme. It will be mandatory to use indigenously manufactured solar panels with indigenous solar cells and modules. In addition to the bids for SPWPS with indigenously manufactured solar cells, interested bidders can also submit their bids for SPWPS with non-indigenous solar cells as per Annexure-C (open) format. However, work for SPWPS with non-indigenous solar cells would be awarded only if the Government approves use of non-indigenous solar cells under Component-B of the PM-KUSUM Scheme. Further, for the purpose of price estimation under both the categories mentioned above, all other components including solar modules shall be considered as indigenous and in compliance to the provisions of the PM-KUSUM Guidelines and ALMM Guidelines as amended from time to time and other applicable documents/ orders issued by the Government in this regard. Further, the motor-pump-set, controller and balance of system shall be manufactured indigenously. The vendor has to declare the list of imported components used in the manufacturing of solar water pumping system.

1.8 CFA of 30% of the benchmark cost or the tender cost, whichever is lower, of the stand-alone solar pump-set will be provided. The State Government will give a subsidy of 66-67 %; and the remaining 3-4 % will be provided by the farmer. Bank finance may be made available for farmer's contribution. This scheme is not implemented in market mode in the state. Details of beneficiaries shall be provided by JREDA itself.

2 Invitation for Bids

2.1 A Single Stage, Two-Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of Sections 2 and 3 of the RfS.

2.2 Interested bidders have to necessarily register themselves on the portal https://www.Jharkhandtenders.gov.in ("e-procurement portal") to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal to complete the registration formalities. Contact details of Jharkhand e-procurement portal is mentioned on the Bid Information Sheet. All required documents and formalities for registering on Jharkhand e-procurement portal are mentioned in the subsequent RfS documents.

They may obtain further information regarding this IFB from the registered office of JREDA at the address given on the Bid Information Sheet from 10:00 hours to 17:00 hourson all working days.

For proper uploading of the bids on the Jharkhand e-procurement portal, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s Electronic Tender.com (India) Pvt. Limited directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. JREDA in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.

2.3 Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on e-procurement Portal (https://www.Jharkhandtenders.gov.in), JREDA website http://www.jreda.com and as indicated in the Bid Information Sheet.

2.4 Bidder shall submit its proposal along with non-refundable Bid Processing Fees and Earnest Money Deposit (EMD) (if applicable) complete in all respect as per the Bid Information Sheet. Techno-Commercial bids will be opened as per the Bid Information Sheet in online presence of authorized representatives of bidders who wish to be present online. Bid proposals received without the Bid Processing Fees and/or Earnest Money Deposit (EMD) (as applicable) will be rejected. **In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.**

RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, and Formats etc. can be downloaded from the e-procurement Portal or from JREDA's website. It is mandatory to download official copy of the RfS Document from Electronic Tender System (e-procurement) Portal to participate in the Tender. Any

amendment(s)/corrigendum(s)/clarification(s) with respect to this RfS shall be uploaded on (https://www.Jharkhandtenders.gov.in) website. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned (https://www.Jharkhandtenders.gov.in) website. The same may also be uploaded on JREDA website also. However, in case of any discrepancy, the information available on (https://www.Jharkhandtenders.gov.in) website shall prevail.

2.5 JREDA reserves the right to cancel/withdraw/defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

2.6 **INTERPRETATIONS**

- Words comprising the singular shall include the plural & vice versa.
- An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- 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.
- The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

SECTION 2. SPECIAL CONDITIONS OF CONTRACT

3 Scope of Work

Under this RfS, the selected vendors shall be required to Design, Manufacture, Supply, Transport, Installation, Testing and Commissioning of stand-alone off Grid Solar Photovoltaic Water Pumping Systems (SPWPS) of different capacity (HP) in Jharkhand State, including complete system warranty and its repair and maintenancefor 5 Years under Component- 'B' of PM-KUSUM scheme of MNRE. As per MNRE specifications and applicable BIS standards, bidder shall follow all provisions of the Scheme Guidelines as amended from time to time.

3.1 Supply and Manufacture

a. The Selected vendor shall be responsible for design, supply, installation and commissioning of SPWPS along with 5 years of repair and maintenance. To ensure timely maintenance of SPWPS, apart from training a local person and making available necessary spare parts & tools in each district, to ensure timely maintenance of the systems the vendor shall have one authorized service center in each operational district and a helpline in local language in State. Helpline number shall be indicated on the pump/ controller at suitable location easily visible to the user.

b. Each pumping system should be marked with Toll Free No. of the installer (Toll Free No. shall be affix on controllers and shall be readable for 5 years) operating in English and Hindi or Regional language of state and specific pump number and same must have been captured by JREDA's web-based application (as per instruction of JREDA) at the time of installation at site. During the time of PDI, test report of ordered solar pumping system's test report, warranty certificates and structure certificate as specified in the guidelines and specification issued by MNRE should be provided by the bidder.

c. Test reports can be submitted with the bids. However, the bidders can also submit a self-certificate in the format provided by MNRE with the bids in lieu of test reports for all the models for which the bids are submitted. In case of self-certificate, the bidder will have to submit test reports by 31.07.2023 or at the time of signing of Agreement with JREDA, whichever is later. In case of failure of to submit test reports, the empanelment may be cancelled by JREDA.

3.2 Installation and Commissioning

a. Installation and commissioning of SPWPS shall be done by the vendor as per the details provided by the concerned JREDA. The vendors shall co-ordinate with JREDAs for repair and maintenance of SPWPS for 5 years.

b. Selected vendors have to submit monthly consent of beneficiaries in their favor to JREDA for which JREDA's will be Notice to Proceed and for this, vendor shall complete the installation and commissioning of SPWPS within 120 days from date of issuance of NTP.

c. Selected Vendor and JREDA representative should conduct site survey and submit Progress report on fortnight basis as per the requirement of JREDA via PM-KUSUM Appreleased by MNRE.

d. Action plan should be submitting to JREDAs including complete details of team, resources, and service centers in each district within 30 days of acceptance of LoA from JREDA, failing of which by vendor JREDA have the right to levy penalty.

e. Vendors will have to submit installation reports as per given format on weekly basis and Monthly basis to JREDA or JREDA. These reports can be also submitted through e-mail.

f. Vendor will have to submit the completion reports of each district to JREDA within one week from 100% completion of work as per allocation of each district. These reports can be also submitted through e-mail.

g. Selected Vendor shall submit monthly and quarterly progress reports to JREDA in onlinemode.

h. Vendor shall comply with all applicable regulatory and statutory norms. Vendor must obtain approval/ NOC from appropriate Govt. body for implementing the project in each selected village.

i. Selected vendor should have finalized sub-bidders and Purchase order for all materials such as PV Modules, Structure, Pump, Controllers, etc. within 30 days from date of award of contract and unpriced copy of such award letter/Purchase order will be submitted within 30 days from date of issuance of award.

j. Vendor should commission minimum pumps/ quarter as defined above at Clause 3.2b of Scope of work. Vendor must submit handing over certificates in the format prescribed by JREDA.

k. Each SPWPS is to be provided with the required details as mentioned in the specification and guidelines of the PM-KUSUM scheme.

l. Vendor should submit the prescribed certificate and photographs of each SPWPS installed which must show complete installation setup along with beneficiary pump number etc. These reports can be also submitted through email/web- portal/mobile application.

m. The selected vendors shall take all necessary permits, approvals and licenses, insurance etc., provide training and such other items and services required to complete the scope of work mentioned above.

n. Time Schedule includes the time required for mobilization as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of Engineer-In Charge designated by JREDA.

3.3 Technical Requirement and Testing

a. SPWPS installed under this programme should meet technical specification and construction standards as specified by BIS and MNRE from time to time as given in Annexure-A.

b. Only indigenously manufactured solar panels with indigenous solar cells and modules. Further, the motor-pump-set, controller and balance of system should also be manufactured indigenously.

c. In case of any ambiguity in interpretation of any of the provisions of PM-KUSUM Guideline, the decision of the JREDA shall be final.

d. Systems installed under this programme should be follow OM-F.No.283/22/2019-GRID SOLAR of MNRE, Govt. of India dated 09.02.2021.

3.4 Operation & Maintenance (O&M), Training, Awareness and Sensitization

a. Selected Vendor should keep necessary spare parts (minimum 2% of allotted quantity of each component of the complete system at the service center) at each district and should ensure proper maintenance of SPWPS to 5 years from date of installation of each SPWPS. Vendor should also ensure to provide local training to local persons regarding proper maintenance of SPWPS. Vendor should submit bi-weekly installation report to JREDA as per the prescribed format provided during the installationphase. Reports can be also submitted through e-mail and the format will be provided by JREDA at the time of the issuance of the Notice to Proceed.

b. Any complaint registered registered/service calls received should be attended at the earliest and the system should be repaired/restored/replaced within 3 days from date of complaint received/informed to the vendor.

c. MNRE officials, JREDA or its designated agency may inspect the systems during the installation or operational phase. In case the installed systems are not as per the standards, found non-functional on account of poor quality of installation or maintenance or not in-compliance with the guidelines and specification and tender terms and conditions. JREDA reserves the right to encash the PBG and/or blacklist the vendor for the period 5 years.

d. If any selected vendor, after getting empanelled does not go forward with signing of agreement with JREDA and execution of work after the issuance of NTP(s), apart from encashment of EMD, vendor will be blacklisted for 5 years period from the date of issuance of such notice of blacklisting by the JREDA/MNRE.

e. Vendor must submit an O&M manual in both English and local language should be provided with each SPWPS to the beneficiary. The following minimum details must be provided in the manual: -

i. Basic principles of PV system
ii. A small write-up (with a block diagram) on SPWPS- its components, PV module, electronics and expected performance
iii. A simple single line diagram (SLD) depicting the electrical circuits and control mechanism
iv. Type, model number, voltage and capacity of the motor used in the system
v. The make model number and country of origin of each component
vi. Significance of indicators
vii. Clear instruction on regular maintenance and troubleshooting of the SPWPS
viii. Preventive maintenance schedule
ix. Detailed information about warranty coverage
x. Dos and Don’ts

xi. Name and address of the contact person for repair and maintenance in case of non-functionality.
xii. Description of frequent faults of PV module and pump and its remedies
xiii. Minimum 10 hard copies in (booklet form kept at each service center also to be provided to JREDA as and when required.

f. The O&M cost for 5 years should be inbuilt with system cost.

g. Vendors will mandatorily provide CMC for a period of 5 years from the date of commissioning of the systems including insurance coverage for the installed systems against natural calamities and theft. CMC will include inspection by Vendor at least once in a quarter and submission of quarterly inspection report of the installed pumps as per prescribed format. Selected Vendor shall provide a copy of valid insurance certificate of SPWPS to the beneficiary and same shall be renewed every year.

h. Vendors have to provide the Remote Monitoring System (RMS) as per Annexure-D (RMS Communication and Security Architecture- PM KUSUM National Portal) of the RfS with all the SPWPS installed under the scheme. Further, vendor has to maintain the RMS in working condition for the period of 5 years and RMS systems shall push the accurate data of the parameters as specified in the specification and guidelines of the scheme as per Annexure-D (RMS Communication and Security Architecture- PM KUSUM National Portal), failing which the installation of the system will not be accepted by JREDA.

i. Vendor shall ensure that the local training, awareness and sensitization campaigns on usage of the SPWPS are conducted.

4 Selection of Beneficiary: -

The implementation of Scheme is demand based. However, the following shall be ensured before inclusion of a beneficiary under the Scheme:

1. Beneficiary should not have an electricity connection at the farm.
2. Installation of the new pumps not allowed in the notified areas issued by the Central Ground Water Board.
3. Priority to be given to small and marginal farmers.
4. Preference be given to the farmers using Micro irrigation systems or covered under Micro irrigation schemes or who opt for micro irrigation system.
5. The Selected beneficiary shall not have received any similar benefit from the State or the Central Government.

5 Total capacity and types of Pumps allowed

The tentative cumulative quantities envisaged under this tender for Standalone Solar Pumps under PM-KUSUM is around **8,000 SPWPS**. The following types of pump manufacturers are planned for empanelment under the RfS:

Pump Capacity (HP)	Pump Type	Pump Position	Controller Type
1	AC	Submersible	Normal (Without USPC)
	AC	Surface	Normal (Without USPC)
	DC	Submersible	Normal (Without USPC)
	DC	Surface	Normal (Without USPC)
2	AC	Submersible	Normal (Without USPC)
	AC	Surface	Normal (Without USPC)
	DC	Submersible	Normal (Without USPC)
	DC	Surface	Normal (Without USPC)
3	AC	Submersible	Normal (Without USPC)
	AC	Surface	Normal (Without USPC)
	DC	Submersible	Normal (Without USPC)
	DC	Surface	Normal (Without USPC)
	AC	Submersible	with USPC
	AC	Surface	with USPC
	DC	Submersible	with USPC
	DC	Surface	with USPC
5	AC	Submersible	Normal (Without USPC)
	AC	Surface	Normal (Without USPC)
	DC	Submersible	Normal (Without USPC)
	DC	Surface	Normal (Without USPC)
	AC	Submersible	with USPC
	AC	Surface	with USPC
	DC	Submersible	with USPC
	DC	Surface	with USPC
7.5	AC	Submersible	Normal (Without USPC)
	AC	Surface	Normal (Without USPC)
	DC	Submersible	Normal (Without USPC)
	DC	Surface	Normal (Without USPC)
	AC	Submersible	with USPC
	AC	Surface	with USPC
	DC	Submersible	with USPC
	DC	Surface	with USPC

6 *Maximum Eligibility for Contracted Capacity Allocation for a Bidder*

Following conditions shall be applicable to the Bidders for submission of bids against this RfS:

A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering rates for all categories of pumps.

~~6.1 Total allocation to the vendor shall not go beyond the Annual Turn Over requirement. However, if there are no vendors available in the corresponding package, who have agreed to match the L1 prize and circumstances necessitates additional award of work, additional allocation may be doneby JREDA.~~

6.2 The evaluation of bids shall be carried out as described in Section-5 of the RfS. The methodology for Allocation of SPWPS is elaborated in Section-5 of the RfS.

7 *SPWPS Locations*

This scheme proposes to install Solar Photovoltaic Water Pumping Stations across the Jharkhand State.

8 *Performance Monitoring*

Selected Vendor must ensure working of minimum of 95% of total installed SPWPS at any point of time. Remote monitoring system shall be installed integrated with the SPWPS controllers rather than having as a separate unit through an integral arrangement and it should be capable of providing accurate live status/parameters on State portal maintained by concern JREDA and on central portal maintained by MNRE. Detailed requirements of Remote Monitoring System along with minimum performance requirements are brought out as per Annexure-A.

9 *Commissioning of Projects*

Selected vendors must submit monthly consent of beneficiaries in their favors to JREDA for which JREDA will give notice to proceed and for this selected vendor shall complete theinstallation and commissioning of allocated SPWPS within 120 days from issuance of notice to proceed.

9.1 Commissioning of the SPWPS shall be carried out by the vendor in line with the detailed procedure as per ***clause 3.2 of section II*** of this RfS. The concerned JREDA may authorize any individual or committee or organization to witness and validate the installation/commissioning on site(s). Commissioning certificates shall be issued by the concerned JREDA after successful commissioning of allotted SPWPS for any particular vendor. JREDA/MNRE ***authorized representative may also be allowed for the inspection/ commissioning if required.***

SECTION 3. STANDARD CONDITIONS OF CONTRACT

10 Obtaining RfS Documents

Interested bidders must download the official copy of RfS & other documents after login into the Jharkhand e-procurement portal by using the Login ID & Password provided by tender portal duringregistration (Refer Annexure – B of the RfS). The bidder shall be eligible to submit/upload the bid document only after logging into the Jharkhand e-procurement and downloading the official copy of RfS. The Bidding documents are available free of cost.

11 Bid Processing Fees

Prospective Bidders interested to participate in the bidding process are required to submit their bid proposals in response to this RfS document along with a non-refundable processing fee as mentioned in the Bid Information Sheet. A Bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. In case the Bidder chooses to submit the Bid Processing Fees through DD in favour of Director, JREDA or NEFT/RTGS (electronic transfer), the Bidder shall submit the transaction receipt instead of the corresponding DDs, as part of the offline bid submission.

The bank details of JREDA are available on www.jreda.com in under the "Registration" Tab.

In case a Bidder chooses to deduct TDS while making the payments against Bid Processing Fee, such TDS details shall be submitted by the Bidder along with the transaction details, as part of online bid submission.

Bids submitted without Bid Processing Fee and/or Bank Guarantee against Earnest Money Deposit (EMD) (as applicable) (including partial submission of any one of the respective amounts), may be liable for rejection by JREDA.

12 Scope of Work and Other Conditions of the Contract

Refer Clause 3 of the RfS.

13 Bank Guarantee/ Payment on Order Instrument (POI) against Earnest Money Deposit (EMD)

13.1 Bidder shall submit Earnest Money Deposit (EMD) in the form of Bank Guarantee of 2 % of amount equivalent to the 6 % of the value of total cumulative allocation or 25 numbers of SPWPS, whichever is higher, subject to a maximum of 1000 pumps. For simplification, EMD requirement for cumulative capacity is as per Annexure-E. Bidders have to submit EMD according to Format 7.3A/ Format 7.3B and valid for 12 months from the last date of bid submission along with their bid, failing which the bid shall be summarily rejected. EMD validity to be extended by another 15 months prior to 15 days to expiry. In case of failure, it may lead to encashment of EMD & blacklisting of Firm/Members for period of 5 years from the date of issue of notice of blacklisting. The Bank Guarantees towards EMD must be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment

of EMD, the encashed amount shall include all applicable taxes.

13.2 The Bidder shall furnish the Bank Guarantees towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If the Bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

13.3 JREDA has agreed to accept the EMD in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the EMD Bank Guarantee shall be encashable for being appropriated by JREDA in terms of the guarantee as in the case of appropriation of the cash deposit lying with JREDA.

13.4 The Bank Guarantee (BG) or amendment to be submitted against EMD shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS. The Bank Guarantee must include SFMS (Structural Financial Management System) as per JREDA Bank Details which is as follows:

Name of Bank: State Bank of India (SBI)
IFSC Code: SBIN0009010
Branch Details: Ashok Nagar, Ranchi

13.5 **Forfeiture of EMD:**

The BG towards EMD shall be encashed by JREDA in following cases:

a. If the Bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid.

b. In case, the JREDA issues LoA to the Selected Vendor and if the Selected Vendor does not submit the Performance Bank Guarantee within the stipulated time period (i.e. 15 days from issuance of LoA);

c. If after empanelment of vendors or after issuance of LoA by JREDA, it is found that the documents furnished by the Bidder as part of response to RfS are misleading or misrepresented in any way.

13.6 **Payment on Order Instrument (POI):** As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by JREDA within the provisions of RfS. This instrument would have to be furnished as per Format 7.3 B of the RfS, within the timelines as per Clause 13.1 above, for the amount and validity period as per those Clause 13.1 above.

The term "Bank Guarantee (BG) towards/ against EMD" occurring in the RfS shall be read as "Bank Guarantee (BG)/ Payment on Order Instrument (POI) towards/ against EMD"

13.7 The BG(s) against EMD submitted by bidders for cumulative capacity, where the bidder is not empaneled shall be returned within 15 days of publication of empanelment.

14 Performance Bank Guarantee (PBG)

14.1 Bidders selected by JREDA based on this RfS shall submit to the JREDA, a Performance Guarantee for a value @ 3% of the amount equivalent to the 6% of the value of total allocation or 25 numbers of SPWPS, whichever is higher subject to a maximum of 1000 pumps. For simplification, PBG requirement for cumulative capacity is as per Annexure-E. However, if total number of SPWPS awarded to vendor is more than 25 nos. of SPWPS or 6% of the value of total allocation. Along with the firstlist of consent from beneficiaries in vendor's favor, vendor shall submit another PBG equivalent to differential value of order as per notice to proceed (NTP). It may be noted that Successful Bidders shall submit the Performance Guarantee according to the Format 7.3C with a validity period up to (& including) the date as on 24 months from placement of award by JREDA. Validity of PBG shall be extended by the vendorfor every year for the first five years. Further, JREDA reserves the right to encash the existing CPG, in case the vendors doesn't renew/extend the existing PBG at-least 30 days in advance.

14.2 PBG(s) shall be submitted by selected vendors to JREDA within 15 days from issuance ofletter of award/empanelment.

14.3 All Performance Bank Guarantees (PBGs) shall be submitted separately for each allocation. The PBGs will be issued in favor JREDA.

14.4 The Successful Bidder/Selected Vendor shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

14.5 The Bank Guarantees must be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.

14.6 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders.

14.7 In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI.

15 Notice to Proceed/ Completion Time

Selected vendors should ensure the completion of work as per Letter of Award (LoA)/ Notice to Proceed (NTP), tender terms and conditions, specifications, and guidelines of the scheme.

15.1 The implementation work on ground should start within 15 days from the date of Notice to Proceed from JREDA.

15.2 Successful vendor shall submit the unpriced purchase order copies of solar pump sets, controllers and solar PV modules to JREDA within 30 days from the date of notification of award (Not applicable in case vendor itself is manufacturing all the items). In case unpriced purchase order copies are submitted within 30 days to JREDA, JREDA may cancel the contract and award the same quantity to another empaneled vendor.

15.3 In order to achieve the target, suitable numbers of team must be deployed on the field by the selected vendor.

15.4 Notwithstanding the transfer of ownership of the plant and equipment the responsibility of care and custody thereof together with the risk of loss or damage there too shall remain with the Vendor pursuant to GCC hereof until completion of facilities in which such plant and equipment are incorporated.

16 Payment Terms

Stage-1: 90 % of the value of month wise nos. of SPWPS installed at site based on: -

- Submission of detailed work plan (Project Execution Plan) with timeline for the lot supplied duly approved by the JREDA's representative.
- Submission of evidence in hard copy regarding completion of installation of SPWPS in good condition at site duly verified and acknowledged by Engineer-In Charge/JREDA andBeneficiary.
- All the relevant warranty and quality (Performance Test Reports) of the lot to be submitted.
- Signing of contract agreement between JREDA and Vendor.
- Submission of Original Supply invoices/bills duly verified by the JREDA.
- Submission of software generated installation reports as per prescribed format by JREDA which shall include following but not limited to consumer details, site survey details, asset inspection and mapping details, Remote monitoring system parameters etc.
- Proof of distribution of O&M Manual to beneficiary printed in both English and local language.
- Submission of handing over certificates of SPWPS in the format as suggested by JREDA.
- Performance report for one week after commissioning based on the accurate data of the parameters received from RMS or data logger in case of internet unavailability.
- An Undertaking with respect to withstand ability of SPWPS to the wind speed of 150 km/hr in all weather conditions.

Stage-II: **Balance 10% on completion of one month from date of completion certificate**

Note:

- Payment shall be made to vendor within 30 days after submission of three copies of invoices to Engineer-in charge, complete in all respect along with 90 days accurate performance data of SPWPS through RMS on State SEDM portal and central portal of PM-KUSUM.
- ~~JREDA has the right to seek any additional documents/certificates/information it deems fitprior to releaser of any payment.~~
- If the invoices are incomplete in any respect or in case on non-compliance with terms and conditions of letter of award/Notice to Proceed, the payment due date shall start from the submission of all necessary documents.

17 Minimum Paid Up Share Capital to be Held by Project Promoter

17.1 The Bidder shall provide complete information in their bid in reference to this RfS about its promoters and upon issuance of LoA, the Successful Bidder/Selected Vendor shall indicate its shareholding in the company indicating the controlling.

18 Instructions to Bidders for Structuring of Bid Proposals in Response to RfS

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS. Detailed Instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure – B. Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

i. Covering Letter as per **Format 7.1.**

ii. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 7.2.**

iii. Bank Guarantee/ Payment on Order Instrument (POI) against Earnest Money Deposit (EMD) as per **Format 7.3 A/7.3 B.**

iv. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:

a. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.

b. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and

c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.

v. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 7.5** along with Board resolution from each Member of the Consortium for participating in Consortium.

vi. Format for Financial Requirements as per **Format 7.6** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.

vii. Undertaking regarding no willful default and no major litigation pending as per **Format 7.7.**

viii. A disclosure statement as per **Format 7.8/ 7.8A** regarding participation of any related companies in the bidding process.

ix. Signed Integrity Pact between JREDA and the Bidding Company as per **Format 7.9.**

x. Covering letter for the financial bid as per **Format 7.10.**

xi. Declaration regarding banning, liquidation, court receivership etc. as per **Format 7.11.**

xii. Declaration for the local content as per **Format 7.12.**

xiii. Declaration for using same make of equipment's as per the test certificate as per **Format 7.13**

xiv. Declaration for submitting the test certificate as per MNRE technical specifications for solar water pump sets issued in 2019 as per **Format 7.14.**

xv. Certificate regarding compliance of MeitY notification vide file no. 1(10)/2017-CLES dt. 02.07.18 as per **Format 7.15.**

xvi. Attachments

i. Memorandum of Association, Article of Association of the Bidder needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Water Pumping Station/Solar Power plant development/Manufacturer of pump-sets, solar panels and controllers.

- In case, there is no mention of the above provisions in the MoA/ AoA of the Bidder, the same has to be amended and submitted, if the bidder is selected as Selected Vendor.
- ~~If the selected vendor wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Water Pumping Station/Solar Power plant development/Manufacturer of pump-sets, solar panels and controllers has to be submitted.~~

ii. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.

iii. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/Company Secretary as on a date within 30 days prior to the last date of bid submission. JREDAreserves the right to seek additional information relating to shareholding inpromoter companies, their parents/ ultimate parents and other group companies tosatisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time-lines.

iv. Certified copies of annual audited accounts for any three financial years out of the last five financial years, i.e., 2021-22, 2020-21, 2019-20, 2018-19, and 2017-18, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement, shall be required to be submitted.

v. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.

vi. In case of LLP as bidder or member of a consortium, an LLP registration certificate issued by registrar of companies shall also be submitted.

vii. In addition, PAN Card and GST registration certificate shall also be submitted.

viii. In support of technical QR criteria, work order copies/Invoices and Completion Certificates shall also be submitted.

ix. Bidders must submit following documentary evidence that components/SPWPS systems will be manufactured indigenously

a. Declaration as per format 7.12.

b. List and pictures of manufacturing and testing facilities.

c. Undertaking that if details provided by bidders are in deviation with provisions of PM-KUSUM Scheme, which may lead to disqualification of bidder.

d. At the time of payment post installation of systems, Vendors must submit copy of excise invoice(s) of the manufacturing unit(s) of Solar PV Module, Pumps, and Controllers.

19 Important Notes and Instructions to Bidders

19.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.

19.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS.

19.3 If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, JREDA reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee/POI provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.

19.4 Response submitted by the Bidder shall become the property of the JREDA and JREDA shall have no obligation to return the same to the Bidder.

19.5 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/Addenda) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.

19.6 The response to RfS shall be submitted as mentioned in Clause 16 of the RfS. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, JREDA reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.

19.7 All the information should be submitted in English language only. In case of bidders or their foreign affiliate having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.

19.8 Bidders shall mention the name of the contact person and complete address and contact details including email address which shall be active for the period of 07 years in their covering letter.

19.9 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by JREDA.

19.10 Response to RfS not submitted in the specified formats will be liable for rejection by JREDA.

19.11 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.

19.12 Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of JREDA of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.

19.13 Only Ranchi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.

19.14 All the financial transactions to be made with JREDA/JREDA including delay charges, and any additional charges (if required), shall attract 18% GST on each transaction,irrespective of the same being mentioned in the RfS.

20 Non-Responsive Bid

The response to RfS submitted by the bidder along with the documents submitted **online** to JREDA shall be scrutinized to establish "Responsiveness of the bid". Each bidder's

response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

Any of the following conditions shall cause the Bid to be "non-responsive":

(a) Non-submission of the requisite Bid Processing Fee as mentioned in the Bid Information Sheet.
(b) Response to RfS not received by the due date and time of bid submission.
(c) Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Techno-Commercial Bid.
(d) Any indication of price in any part of response to the RfS, other than in the financial bid.
(e) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
(f) In case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/Affiliate/Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.

In any of the above cases, the bid shall not be considered for bid opening and evaluation process.

21 Method of Submission of Response to RfS by the Bidder

21.1 Documents to be Submitted Offline (in Original)

The bidder has to submit original of following documents **offline.**

i. DD/Pay order or NEFT/RTGS details towards Bid Processing Fee as mentioned in Bid Information Sheet.

ii. Bank Guarantee/ Payment on Order Instrument towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/ 7.3B). One EMD shall be submitted for the cumulative capacity quoted by the Bidder.

iii. Pass-phrases for Techno-commercial and Financial bids submitted on the E-procurement portal.

No documents will be accepted after the due date and time of bid submission. Bank Guarantee(s) against EMD needs to be submitted in both online and offline modes. The bidders will be required to submit the bank guarantee/POI against EMD and DDs/Pay Orders (if applicable) against the bid processing fee, either in person or through post, at the office of JREDA on or before the closing date of bid submission.

Note: In all cases, the Bank Guarantee/POI against EMD along with DDs/Pay order, shall be issued on or before the bid submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected….

Note: In all cases, the Bank Guarantee/POI against EMD along with DDs/Pay Orders (if applicable), shall be issued on or before the bid submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected.

The bidding envelope shall contain the following sticker:

RFS Document for Empenelment of Vendors for Design, Manufacture, Supply, Transport,Installation, Testing and Commissioning of Off Grid Solar Photovoltaic Water Pumping Systems (SPWPS) of different capacities (HP) in Jharkhand State, including complete system warranty and its repair and maintenance for 5 Years under Component-B of PM-KUSUM scheme of MNRE	
Cumulative Capacity of the projects applied for	_____*Nos.*
No. of Projects Bid for	
RfS Reference No.	JREDA/C&P/_____ dated _____
Submitted by	*(Enter Full name and address of the Bidder)*
Organization ID (OID) on e-procurement portal	*(Enter the OID through which the Bid has been submitted online on e-procurement portal)*
Authorized Signatory	*(Signature of the Authorized Signatory)* *(Name of the Authorized Signatory)* *(Stamp of the Bidder)*
Bid Submitted to	**Director** **Jharkhand Renewable Energy Development Agency (JREDA),** **3rd Floor, S.L.D.C. Building, Kusai Colony, Doranda, Ranchi-834002.** **Ph.: 0651-2491161, Fax: 0651-2491165,** **Email - *info@jreda.com***

21.2 **Documents to be Submitted Online**

Detailed instructions to be followed by the Bidders for online submission of response to RfS as stated as Annexure-B of the RfS. The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the forms.

If the Bidder has submitted its bid online and fails to submit the Bank Guarantee/POI for requisite amount offline before the due date and time of bid submission, then the same shall be treated as an incomplete bid, Cost of RfS document and Processing fee submitted at this stage will be encashed and the EMD(s) shall be returned and the submitted bid will stand cancelled.

All documents of the response to RfS submitted online must be digitally signed and uploaded on the website, ***https://jharkhandtenders.gov.in.com*** which should contain the following:

I. Technical Bid (First Envelope)

The Bidder shall upload single technical bid containing scanned copies of the following documents duly signed and stamped on each page by the authorized signatory as mentioned below.

a. Formats - 7.1, 7.2 (if applicable), 7.3 A/7.3 B, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A and 7.9, 7.11, 7.12, 7.13, 7.14, 7.15, 7.18 and 7.19 as elaborated in Clause 18 of the RfS.
b. All attachments elaborated in Clause 18 of the RfS, under the sub-clause xi: Attachments, with proper file names.
c. All supporting documents regarding meeting the eligibility criteria.
d. Scanned Copies of NEFT/RTGS details towards Bid Processing Fee as mentioned in Bid Information Sheet.

The Bidder will have to fill the Electronic Form provided at the Jharkhand e-procurement portal aspart of Technical Bid.

Submission of Pass-phrases: In line with Clause 19.7 and Annexure-B, the Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.

II. Financial Bid (Second Envelope)

a) Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):
i. Covering letter as per **Format 7.1** of the RfS
ii. Duly signed and stamped strictly as per price bid **Format 7.16** of the RfS.

b) Bidding Parameter:

i. A single fixed price per line item as a bidding parameter: Under this RfS, the bidding parameter shall be the Price quoted by the Bidder i.e., a fixed price per line item (exclusive of GST) in INR.

ii. The above fixed price shall include all costs related to the Scope of Work as per the RfS and Obligations of the Successful Bidder/Selected Vendor. The Bidder shall quote for the entire facilities on a "single responsibility" basis such that the fixed price covers all the obligations in respect of Design, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance (05 years), exclusive of all taxes.

iii. The price shall remain firm and fixed and shall be binding on the Selected Vendor irrespective of actual cost of execution of the Project. No escalation on the price will be granted for any reason whatsoever. The Selected Vendor shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.

iv. The fixed price for each line item shall be exclusive of all duties and taxes, insurance etc. The prices quoted by the firm shall be complete in all respect.

v. Only a single price bid for each line item (i.e., type of pump), for the cumulative Project capacity quoted by the bidders, shall have to be filled online in the Electronic Form provided at the e-procurement portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.

vi. <u>Important Note:</u>

(a) The Bidding envelope shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelope.

(b) In case the Bidder submits the online documents on **Jharkhand e-procurement** portal within the bid submission deadlines and fails to submit the offline documents in the office of JREDA within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the **Jharkhand e-procurement** portal. Similarly, bids submitted offline but without any online submission on **Jharkhand e-procurement** portal shall not be opened and the EMD shall be returned to the respective bidder.

For e.g., if the bid submission deadline is 18:00 hrs. on 05.10.2022, the above deadline will expire at 18:00 hrs. on 07.10.2022. In case of the above deadline being a holiday, the next working day in JREDA will be the deadline for online submission of Pass-phrases in the e-procurement portal.

22 Validity of the Response to RfS

The Bidder shall submit the response to RfS which shall remain valid up to the date as on 6 months from the last date of bid submission ("Bid Validity"). JREDA reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

23 Bid Preparation Cost

The Bidder shall be responsible for all the costs associated with the preparation of the response to RfS and participation in discussions and attending pre-bid meeting(s) etc. JREDA shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

24 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments

24.1 Clarifications/ Doubts, if any, on RfS document may be emailed and/ or through JHARKHAND E-PROCUREMENT portal. The format for submission of clarifications is available on the portal.

24.2 JREDA will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and JREDA's response will be uploaded in the JHARKHAND E-PROCUREMENT portal **http://jharkhandtenders.gov.in** If necessary, amendments, clarifications, elaborations shall be

issued by JREDA which will be notified on JREDA/ JHARKHAND E-PROCUREMENT web site. No separate reply/intimation will be given for the above, elsewhere.

24.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on JREDA's website).

24.4 Enquiries/ Clarifications up to award of contract may be sought by the Bidder from following point of contacts in JREDA.

Name of the Authorized Person of JREDA:	Contact Details:
Shri Mukesh Prasad EEE, JREDA	Phone (Off): 7004806449 Email: ***info@jreda.com***
Shri Mukul Kumar Project Engineer (JREDA-PMU)	Phone (Off): 7004341906 Email: ***info@jreda.com***

25 Right of JREDA to Reject a Bid

JREDA reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage, the processing fee (excluding GST, if amount credited to JREDA's account),without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders (if applicable).

26 Post Award Compliances

Timely completion of all the milestones will be the sole responsibility of Vendor. JREDA/Client Organization shall not be liable for issuing any intimations/reminders to Vendor for timely completion of milestones and/or submissionof compliance documents.

Any checklist shared with Vendor by Client Organization for compliance of above-mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of RfS must be timely submitted by the Vendor.

27 Adjudicator

Adjudicator under the contract shall be appointed by the Appointing Authority of JREDA. If the bidder does not accept the Adjudicator proposed by JREDA, it should so state in its bid form and make a counter proposal of an adjudicator. If on the day the contract agreement is signed, the JREDA and contractor have not agreed on the appointment of adjudicator, the adjudicator shall be appointed, at the request of either party, by the JREDA.

28 Arbitration

Arbitration shall be carried out as per Arbitration Act 1996 and its subsequent amendment. The Contract shall be governed by and interpreted in accordance with the

laws in force in India. The Courts of respective cluster where programme is to be implemented shall have exclusive jurisdiction in all matters arising under the contract.

29 Force Majeure

29.1 Definition

"Force Majeure Event" means any act or event that prevents the affected Party from performing its obligation in accordance with the Agreement, if such act or event is beyond the reasonable control of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing conditions, "Force Majeure Event" shall include without limitation the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, volcanic eruptions and earthquakes; (ii) explosions or fires arising from lighting or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion. A Force Majeure Event shall not be based on the economic hardship of either Party. In case of any damage because of force majeure event, the System shall be repaired/commissioned in line with the penal provisions of Scheme guideline/RfS.

29.2 Excused Performance

Except as otherwise specifically provided in the Agreement, neither Party shall be considered in breach of the Agreement or liable for any delay or failure to comply with the Agreement (other than the failure to pay the amounts due hereunder), if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief under this Clause 29 shall immediately (i) notify the other Party in writing of the existence of the Force Majeure Event, (ii) exercise all reasonable efforts necessary to minimize delay caused by such Force Majeure Event, (iii) notify the other Party in writing of the cessation or termination of said Force Majeure Event and (iv) resume performance of its obligations hereunder as soon as practicable thereafter; provided, however, that JREDA shall not be excused from making any paymentsand paying any unpaid amounts due in respect of Vendor to JREDA prior to the Force Majeure Event performance interruption.

29.3 Termination as a Consequence of Force Majeure Event

If a Force Majeure Event shall have occurred that has affected the Vendor's performance of its obligations hereunder and that has continued for a continuous period of one hundred eighty (180) days, then JREDA shall be entitled to terminate the Agreement upon ninety (90) days' prior written notice to the Vendor. If at the end of such ninety (90) day period such Force Majeure Event shall still continue, the Agreement shall automatically terminate. Upon such termination for a Force Majeure Event, neither Party shall have any liability to the other (other than any such liabilities that have accrued prior to such termination).

30 *Vendor's Indemnity*

The Vendor agrees that it shall indemnify and hold harmless JREDA and its members, officers, employees, students, casual laborers, persons permitted to run any business or service, such as canteens, stores, photocopy units, banks, post office, courier service, hospital and to any lawful visitors (collectively, the "JREDA Indemnified Parties") from and against any and all Losses incurred by the JREDA Indemnified Parties to the extent arising from or out of the followingany claim for or arising out of any injury to or death of any Person or loss or damage toproperty of any Person to the extent arising out of the Vendor's negligence or willful misconduct. The Vendor shall not, however, be required to reimburse or indemnify anyJREDA Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of any JREDA Indemnified Party.

31

A. *Insurance*

The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Contractor, for an amount not less than the Contract Price of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War risks and strikes. The Comprehensive insurance of Solar Photo Voltaic Water Pumping System shall be provided for natural calamities, theft, burglary, & damage, etc. during 5 years warranty period. The empaneled bidder shall file insurance claim and shall be responsible to bring the insurance claim to a final settlement. The farmer and the empaneled bidder shall be jointly responsible for collection and submission of documents for the processing of the insurance claim. The insurance policy taken for the individual farmer shall be handed over to the beneficiary under intimation to JREDA at the time of processing of payment for the completed installations. The empaneled company shall do renewal of insurance certificate every year up to 5 years as per insurance clause.

In case of an incident covered under insurance, bidder must replace the lost/damaged part within 7 days from the date of intimation, failing which the rectification/replacement (keeping the same configuration in consideration) will be done by JREDA at the risk and cost of system integrator, after rectification/ replacement the warranty clause will remain compliable as per tender conditions.

B. *Penalty*

S. No.	Default	Penalty
1.	Failure to Accept Letter of Intent (LoI)	EMD shall be encashed and/or bidder blacklisted for 5 years.
2.	Failure to sign the Agreement or submission of the PBG.	EMD shall be encashed and/or bidder blacklisted for 5 years.
3.	In case of any non-execution or delay in the execution of the order or delay in maintenance beyond the stipulated time schedule decided	JREDA reserves the right to recover from the bidder a sum equivalent to 0.5 % of the value of the delayed SPWPS installation or on the

	including any extension permitted in writing.	unexecuted portion of the work for each week of the delay and part thereof subject to a maximum of 10 % of the total value of the contract. The amount will be first recovered from the PBG amount and the balance will be adjusted by JREDA in release of payment to the concerned vendor. Further, JREDA may also blacklist the Empaneled firm for 5 years.

32 Transportation, Demurrage, Wharfage, etc.

Contractor/Selected Vendor is required under the Contract to transport the Goods to place of destination defined as Site. Transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Contractor/Selected Vendor, and the related cost shall be included in the Contract Price.

Subsequent to an order being placed against bidder's quotation, received in response to this 'enquiry', if it is found that the materials supplied are not of the right quality or not in accordance with our specifications (required by us) or received in damaged or broken conditions, not satisfactory owing to any reason of which we shall be the sole judge, JREDA shall be entitled to reject the materials, cancel the contract and buy our requirement fromthe open market / other sources and recover the loss, if any, from the supplier reservingto ourselves the right to forfeit the security deposit, furnished by the supplier against thecontract. The supplier will make his own arrangements to remove the rejected material within a fortnight of instruction to do so. Thereafter material will lie entirely at the supplier's risk and responsibility and storage charges, along with any other charges applicable, will be recoverable from the supplier.

JREDA reserve the right to accept or reject any quotation in full or in part without assigningany reason thereof. We also reserve the right to split and place order on more than one supplier.

33 Liquidated damages

In case of any delay in the execution of the order or delay in maintenance beyond the stipulated time schedule decided including any extension permitted in writing, JREDA's reserves the right to recover from the bidder a sum equivalent to 0.5 % of the value of the delayed SPWPS installation or on the unexecuted portion of the work for each weekof the delay and part thereof subject to a maximum of 10 % of the total value of the contract.

Alternatively, JREDA's reserves the right to purchase of the material and completion of the works including maintenance from elsewhere at the sole risk and cost of the successful bidder/ contractor and recover all such extra cost incurred by JREDA in procuring the material from resources available including encashment of the bank guarantee or any other sources etc. Further, if any extra cost is incurred by JREDA's due to delay in work completion by the party beyond the completion time as per PO/LOA, the same shall berecovered from the party's Invoice/BG/PBG etc.

Alternatively, JREDA may cancel the order completely or partly without prejudice to his right under the alternatives mentioned above.

34 Statutory Compliance/ Certification regarding Cyber Security Products

A certificate as per format 7.15 is to be submitted by the bidders that the items offered meet the definition of domestically manufactured/produced Cyber Security Products as per MeitY notification vide File no. 1(10)/2017-CLES dt. 02.07.18. The above certificate shall be on Company's letterhead and signed by Statutory Auditor or Cost Auditor of the Company.

'Cyber Security Products means a product or appliance or software manufactured/ produced for the purpose of protecting, information, equipment, devices computer, computer resource, communication device, and information stored therein from unauthorized access, use, disclosure, disruption, modification or destruction'.

35 Warranty and Maintenance

The complete Solar Photovoltaic Water Pumping System and display board / Name Plate (JREDA's will provide the details) shall be warranted and maintained for 05 years from thedate of installation.

The maintenance service provided shall ensure proper functioning of the system as a whole. All preventive/routine maintenance and breakdown/corrective maintenance required for ensuring maximum uptime shall have to be provided by the Contractor.

Successful bidder, on whom letter of award is placed, is to ensure all safety guidelines, rules and regulations, labour laws etc. Successful bidder indemnifies JREDA for any accident, injury met by its labour, employee or any other person working for him. Any compensation sought by its labour, employee or any other person working for him shall be paid by successful bidder as per settlement solely.

~~Local representative of bidder should meet governing authorities of each block and should submit the minutes of meeting to JREDA's on quarterly basis.~~

36 Declaration of Local Content

Bidder shall submit a certificate stating the percentage of local content as per the format 7.12 of RfS Document. The certificate shall be from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. It is mandatory to mention UDIN No in the certificate.

NOTE: False declarations will be in breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial rules for which a bidder or its successors can be debarred for up to 2 years as per Rule 151(iii) of the General Financial rules along with such other actions as may be permissible under law. Only those bidders who comply with the minimum local content requirement as mentioned above shall be eligible to bid.

37 Role of JREDA

Apart from discovery of rates, role of JREDA under this RfS is limited to Empanelment of Vendors for Design, Manufacture, Supply, Transport, Installation, Testing and Commissioning of Off Grid Solar Photovoltaic Water Pumping Systems (SPWPS) of different capacities (HP) in Jharkhand State, including complete system warranty and its repair and maintenance for 5 Years under Component-B of PM-KUSUM scheme of MNRE.

38 Price basis

Price basis of the price quoted shall be on F.O.R (Freight on Road) destination basis for site. Price mentioned in the quotation must be firm. Hence prices in Letter of Award shall be firm and not subject to escalation till the execution of the complete order and its subsequent amendments accepted by the bidder even though the completion / execution of the order may take longer time than the delivery period specified and accepted in the Letter of Award.

i. An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid Price.

ii. In the event of identification of a potentially Abnormally Low Bid, JREDA shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in correlation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

iii. After evaluation of the price analyses, in the event that JREDA determines that the Bidder has failed to demonstrate its capability to deliver the contract for the offered tender price, JREDA shall reject the Bid.

39 Roles and Responsibilities of Implementation Agency

The Implementing Agencies will be responsible for the following activities:

i. Demand aggregation for solar Agriculture pumps through online portal or offline application.
ii. Prepare proposal and submit to MNRE for sanction.
iii. Oversee installation of systems.
iv. Inspection of installed systems and online submission of completion reports to MNRE along with availability of the accurate data of the parameters of the SPWPS on the central portal of the MNRE.
v. Submission of utilization certificates and audited statement of expenditure through EAT module and disbursement of MNRE CFA.
vi. Online submission of monthly and quarterly progress reports.
vii. Ensure project completion within the given timelines and compliance of MNRE Guidelines and Standards.
viii. Online and offline maintenance for records.
ix. Real time monitoring through dedicated web-portal which will be maintained by JREDA.
x. Performance monitoring of installed system through third party
xi. Ensure compliance of CMC and training of locals by the vendors.
xii. Carrying out publicity of the scheme so as to increase awareness, for which purpose advice of MNRE may also be adopted apart from its own publicity.
xiii. Any other activity to ensure successful implementation of the programme.

SECTION 4. QUALIFICATION REQUIRMENTS FOR BIDDERS

Short listing of Bidders will be based on the following Criteria:

40 General Eligibility Criteria

Bidders participating in the RfS will be required to meet the following eligibility criteria (as applicable).

40.1 The Bidder shall be a Company or a Limited Liability Partnership as defined.

40.2 Bidding Consortium of two companies with one of the Companies as the Lead Member as per Consortium Agreement (Format 7.5) can submit bids under this RfS.

40.3 A foreign company cannot participate on a standalone basis or as a member of consortium under this RfS.

40.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 6/18/2019-PPD dated 23.07.2020 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:

i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).

ii. "Bidder" in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.

iii. "Bidder from a country which shares a land border with India" for the purpose of this clause, means:
   i. An entity incorporated, established or registered in such a country; or
   ii. A subsidiary of an entity incorporated, established or registered in such a country; or
   iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
   iv. An entity whose beneficial owner is situated in such a country; or
   v. An Indian (or other) agent of such an entity; or
   vi. A natural person who is a citizen of such a country; or
   vii. A consortium where any member of the consortium falls under any of the above.

iv. In support of the above, the Bidder shall be required to submit necessary Undertaking,as per Format 7.8/7.8A of the RfS.

v. Other provisions of the referred OM dated 23.07.2020, except Sl. 11 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.

40.5 A Limited Liability Partnership (LLP) is allowed to participate under this RfS.

40.6 The Bidder should not be under any liquidation, court receivership or similar proceedings on due date of submission of bid.

~~40.7 A Bidder which has been selected as Selected Vendor based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e., a Project Company especially incorporated/acquired as a subsidiary Company of the Selected Vendor for setting up of the Project, with at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013. Multiple SPVs may also be utilized for executing more than one Project.~~

~~40.8 Any consortium, if selected as Selected Vendor for the purpose of supply of power to JREDA, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) i.e., the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS.~~

40.9 The Bidder or any of its Affiliates should not be a wilful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect as per format 7.7 of this RfS.

40.10 Registered Proprietorship firms (Governed by the Indian Partnership Act, 1932 or equivalent law/act of respective state) are also allowed as the manufacture of modules, pumps, and controllers or as a System Integrator (SI) to participate under this RfS.

41 Technical Eligibility Criteria

41.1 Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of the RfS. The undertaking shall be submitted as per enclosed Format 7.8.

41.2 The bidder should be, either of the following:

i. Manufacturer of Solar PV Module having experience of 'Similar Works'. or

ii. Manufacturer of Solar Pump having experience of 'Similar Works'. or

iii. Manufacturer of Solar Pump Controller using indigenous technology having experience of 'Similar Works'. or

iv. EPC/SI of experience in 'similar works' in Joint venture with Solar PV Module Manufacturer or Solar Pump Manufacturer or Manufacturer of Solar Pump Controller using indigenous technology.

v. In case Bidder wishes to participate in as a Joint Venture, following conditions are additionally applicable: -

1. The term Bidder used hereinafter would therefore apply to both a single entity and a Consortium/ Joint Venture.
2. A consortium of maximum two (02) members is allowed in this RfS including one as lead bidder.
3. Lead Bidder accepts primary responsibility for providing a robust and quality product meeting technical specifications of tender. Declaration regarding the lead member shall be provided in the Format 7.5 However, both the members of the Joint Venture shall be jointly and severally liable for compliance of the conditions of the tender and the PM-KUSUM Guidelines including amendments and other Orders/ directions issued by MNRE related to implementation of the Scheme.
4. Any member of the Joint Venture participating in the tender shall not be permitted to participate either in individual capacity or as a member of any other Consortium/Joint Venture in the same tender. Submission or participation in more than one bid will cause disqualification of all the proposals submitted by the bidder.
5. All formalities in respect of submission of tender shall be done only in the name of 'Lead Member' and not in the name of Joint Venture. However, name & other details of both the members of Consortium/ Joint Venture Firm should be clearly mentioned in the Bid/Response.
6. A copy of Memorandum of Understanding (MOU) executed between the members of Joint Venture shall be submitted along with the tender. The complete details of the members of the Joint Venture Firm, their share and responsibility in the Joint Venture etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU.
7. Once the offer/ bid is submitted, the bid shall not be modified / altered/ terminated during the period of execution including any extension thereafter by JREDA/JREDA

or validity of any letter of award awarded to the said Consortium/Joint Venture Firm. In case, the tenderer fails to observe/comply with this stipulation, the full Security Deposit/ Performance Bank Guarantee (PBG) shall be liable to be forfeited.

8. A duly notarized agreement of Joint Venture Firm shall be executed between the 'Lead Member' and Consortium/Joint Venture Partner. This Agreement should be submitted in original with your offer/ bid.
9. Authorized Member of Joint Venture Firm: 'Lead Member' shall be authorized on behalf of Joint Venture Firm to deal with the tender/JREDA, sign the agreement or enter into contract in respect of the said tender, to receive payment and such activities in respect of the said tender/ contract. All notices/ correspondences with respect to the contract would be sent only to this 'Lead Member' of Joint Venture Firm.
10. Required processing fee shall be submitted by the 'Lead Member'. Submission of processing fee by the 'Lead Member' it should be deemed as processing fee submitted by the Joint Venture Firm.
11. Duration of work and Joint Venture Agreement shall be valid during the entire execute in period/ validity of letter of award and any extension thereafter/ currency of the contract including the period of extension, if any and 5-year maintenance contract.
12. Any change in constitution of Joint Venture Firm shall not be allowed.
13. On award of any contract to the Joint Venture Firm, a single Performa i.e., Bank Guarantee shall be submitted by the lead bidder as per tender conditions. All the Guarantees like Security Deposit, Earnest money Deposit, Performance Guarantee, and Bank Guarantee for Mobilization Advance etc. shall be accepted only in the name of 'Lead Member' and splitting of guarantees among the members of Joint Venture shall not be permitted.
14. Members of the Joint Venture Firm shall be jointly and severally liable to the JREDA for execution of the project/ Work/ Assignment etc. The Joint Venture members shall also be liable jointly and severally for the loss, damages caused to the JREDA during the course of execution of any awarded contract or due to non-execution of the contract or part thereof. Governing Laws for Consortium/ Joint Venture Firm: The Joint Venture Agreement in all respect be governed by and interpreted in accordance with Indian Laws.
15. In case of Consortium of NSIC, the lead members/ partners in the consortium shall not separately participate as independent bidder or as members of any other consortium in this bidding process. All bids in contravention of this shall be rejected.
16. Under this tender, only bid from one NSIC Consortium will be accepted.
17. All correspondence by JREDA will be done with 'Lead member' only.

Note: 'Similar Works' means – Having direct experience in Design, Supply, Erection, Testing, Installation and Commissioning of 300 Nos. standalone (off-grid) solar PV based water pump sets in any Govt. Dept./PSU/SNA of any state or Central Govt. in India in last 7 years from the last date of bid submission.

In addition to above manufacturers of Pump/Controller/Module should have supply experience as per table below:

Name of State	Total SWPs Quantity (Nos.)	Technical QR		Bank Guarantees	
		For Solar Pumps/Controller manufacturer (Number of solar pumps pump/Controller supplied)	For Solar PV Modules manufacturer (Experience in kWp)	EMD requirements in lakh INR (i.e. @2% of contract value)	PBG requirements in lakh INR (i.e. @3% of contract value)
Jharkhand	8000*	480	2304	25.632	38.448

Note*: Total quantity of SWPs is tentative as it is rate contract, and it may increase or decrease, subject to availability of fund & requirement of JREDA.

41.3 Detailed technical parameters of the Pumps to be met by Vendors is at Annexure-A. The Bidders shall strictly comply with the technical parameters detailed in the Annexure-A. Further, the provisions as contained in the O.M. dated 10.03.2021 issued by MNRE on the subject "Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement of Compulsory Registration) Order, 2019-Implementation-Reg." and its subsequent amendments and clarifications issued until the bid submission deadline, shall be applicable for this RfS. The modules used in the Project under this RfS should have been included in the List-I under the above Order, valid as on the date of invoicing of such modules.

41.4 Copy of Factory License Indian Factories Act, 1948 or any document to establish factory in running operations under the and GST registration Certificate, supporting the fact of the bidder being engaged in the business field mentioned shall be submitted. If factory license does not specify that business field, a separate Government issued document shall be submitted in support of the bidder being engaged in the business field mentioned.

42 Financial Eligibility Criteria

42.1 **Net-Worth**

vi. The Net Worth of the Bidder should as per the table below, as on the last date of previous Financial Year, i.e., FY 2021-22.

vii. The net worth to be considered for the above purpose will be the cumulative net-worth of the Bidding Company or Consortium, together with the Net Worth of those Affiliates of the Bidder(s) that undertake to contribute the required equity funding and PBG in case the Bidder(s) fail to do so in accordance with the RfS.

viii. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

AND

42.2 **Minimum Average Annual Turnover**

The Bidder shall demonstrate a Minimum Average Annual Turnover (MAAT) as per the table below, during any three financial years out of the last five financial years, i.e., 2021-22, 2020-21, 2019-20, 2018-19, and 2017-18. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.

AND

42.3 **Liquidity**

The Bidder shall demonstrate Working Capital or Line of Credit for the latest Financial Year, 2021-22.

Name of State	SWPs Quantity (Nos.)	MAAT/ Annual Turn Over Requirement (in lakhs INR) in last three years	Profitability	Net Worth
Jharkhand	8000*	1281.6	Profitable in at least two of the last four Years	Not less than paid up capital in last FY 2021-22.

Note*: Total quantity of pump is tentative as it is rate contract, and it may increase or decrease, subject to availability of fund & requirement of JREDA.

42.4 The Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 42.1, 42.2 and 42.3 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate. In this case, a Bidder can use the credential of only a single affiliate to meet all the financial eligibility criteria. In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate, undertaking to contribute the required equity funding and Performance Bank Guarantees/POI in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate, undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate shall be required to be submitted.

42.5 For the purposes of meeting financial requirements, unconsolidated audited annual accounts for any three financial years out of the last five financial years shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty-six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.

42.6 A Company/Consortium would be required to submit annual audited accounts for the last FY, 2021-22, or as on the day at least 7 days prior to the bid submission deadline, along with net worth, annual turnover, working capital certificate (if applicable) from a practicing Chartered Accountant/Statutory Auditor to demonstrate fulfillment of the criteria.

Note: In case of bidder seeking eligibility using credential of foreign Parent/Ultimate Parent/Affiliate entity, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding

documentary evidence against the same. In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline, are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

42.7 For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year. In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 42.6 above.

42.8 In case the response to RfS is submitted by a Consortium/Joint Venture, then the financial requirement is required to be met by the Consortium/Joint Venture members on an aggregate basis.

42.9 **Note:** Wherever applicable, audited accounts for the latest FY, 2021-22 will be required to be submitted for meeting the qualification requirements.

SECTION 5. BID EVALUATION AND SELECTION OF PROJECTS

43 Bid Evaluation

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

44 Techno-Commercial Evaluation of Bidders (Step 1)

44.1 Bid opening (online) will be done only after the deadline for submission of pass-phrases in the e-procurement portal.

For e.g., if the bid submission deadline is 18:00 hrs. on 09.03.2023, the online bid opening will be conducted on 12.03.2023. In case of the above deadline being a holiday, the bids will be opened on the next working day.

44.2 Documents (as mentioned in the previous clause) received after the bid submission deadline as specified by JREDA, shall be rejected and returned unopened, if super-scribedproperly with address, to the bidder.

44.3 Subject to Clause 18 of the RfS, JREDA will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, JREDA may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by JREDA within 07 (seven) days from the date of such intimation from JREDA. All correspondence in this regard shall be made through email/JHARKHAND E-PROCUREMENT portal only. It shall be the responsibility of the Bidder to ensurethat the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. JREDA shallnot be responsible for rejection of any bid on account of the above.

44.4 The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the RfS.

45 Financial Bid Evaluation (Step 2)

45.1 In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the “Fixed Price”, quoted by the Bidder for each line item (i.e., type of pump) as per price bid format Annexure-C to the RfS (i.e., type of pump) in the Electronic Form of Financial Bid.

45.2 Second Envelope (containing Fixed Price) of only those bidders shall be opened whose technical bids are found to be qualified as per the RfS.

45.3 For each line item (i.e., type of pump) the Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a Fixed Price in Indian Rupee for all the line items applied

for. **The Price has to be quoted in Indian Rupee up to two places of decimal only**. If it is quoted with more than two digits after decimal, digits after first two decimal places shall be ignored. (For e.g., if the quoted price is INR 47,800.455, then it shall be considered as INR 47,800.45).

45.4 In this step, evaluation will be carried out for each line item (i.e., type of pump), separately within the maximum capacities to the RfS, based on the price quoted by Bidders.

45.5 Jharkhand State has following types of pumps as per table below:

Pump Capacity	Pump Type	Pump Position	Pump Cooling Category	Controller Type
1	AC	Submersible	Waterfilled/Oilfilled	Normal (Without USPC)
	AC	Surface	-	Normal (Without USPC)
	DC	Submersible	Waterfilled/Oilfilled	Normal (Without USPC)
	DC	Surface	-	Normal (Without USPC)
2	AC	Submersible	Waterfilled/Oilfilled	Normal (Without USPC)
	AC	Surface	-	Normal (Without USPC)
	DC	Submersible	Waterfilled/Oilfilled	Normal (Without USPC)
	DC	Surface	-	Normal (Without USPC)
3	AC	Submersible	Waterfilled/Oilfilled	Normal (Without USPC)
	AC	Surface	-	Normal (Without USPC)
	DC	Submersible	Waterfilled/Oilfilled	Normal (Without USPC)
	DC	Surface	-	Normal (Without USPC)
	AC	Submersible	Waterfilled/Oilfilled	with USPC
	AC	Surface	-	with USPC
	DC	Submersible	Waterfilled/Oilfilled	with USPC
	DC	Surface	-	with USPC
5	AC	Submersible	Waterfilled/Oilfilled	Normal (Without USPC)
	AC	Surface	-	Normal (Without USPC)
	DC	Submersible	Waterfilled/Oilfilled	Normal (Without USPC)
	DC	Surface	-	Normal (Without USPC)
	AC	Submersible	Waterfilled/Oilfilled	with USPC
	AC	Surface	-	with USPC
	DC	Submersible	Waterfilled/Oilfilled	with USPC
	DC	Surface	-	with USPC
7.5	AC	Submersible	Waterfilled/Oilfilled	Normal (Without USPC)
	AC	Surface	-	Normal (Without USPC)
	DC	Submersible	Waterfilled/Oilfilled	Normal (Without USPC)
	DC	Surface	-	Normal (Without USPC)
	AC	Submersible	Waterfilled/Oilfilled	with USPC
	AC	Surface	-	with USPC
	DC	Submersible	Waterfilled/Oilfilled	with USPC
	DC	Surface	-	with USPC

45.6 On completion of Techno-Commercial bid evaluation, if it is found that for each Category of pump, only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of JREDA. Thereafter, JREDA will take appropriate action as deemed fit.

45.7 Bidder has an option to quote for all 20 SWPs category for the ones he/she wishes to quote for. Bidder has to mandatorily submit declaration for pump category it wishes to quote for (i.e., Format 7.1), subject to fulfillment of cumulative qualifying requirements of quoted pump category.

45.8 For each line item (i.e., type of pump), based on the fixed Price quoted by the bidders, JREDA shall arrange the bids in the ascending order i.e., L1, L2, L3, etc. (L1 being the lowest quote).

If the fixed price (exclusive of GST (in INR) on F.O.R Destination Basis) quoted is same for two or more Bidders, then all the Bidders with same price shall be considered of equal rank/standing in the order.

46 L-1 Matching and Selection of Selected Vendors

46.1 For each line item (i.e., type of pump), the Bidder quoting the lowest price (L1 price) will be identified and shall be declared as the Selected Vendor. In case of multiple Bidders quoting the L1 price, all such Bidders ("L1 Bidders") will be declared as Selected Vendors.

46.2 For each line item (i.e., type of pump), option to match L1 price will be initially extended to all bidders falling under L1+25% and in case number of bidders in this range is less than five the same will be further extended to other bidders in the ascending orders of price bid quoted by them till at-least five bidders agreed for L1 matching or all bidders have been given option to match L1 price, whichever is earlier.

46.3 For each line item, the Bidders other than the L1 Bidder(s) will be given a period of 7 days to match the L1 price. In case a Bidder wishes to match the L1 price, such matching shall be communicated to JREDA only through email. The 7-day period shall commence from the date on which the L1 price is intimated to all the eligible Bidders (through email), and will culminate at 11:59:59 PM of the 7th day after such intimation by JREDA. For example, in case JREDA intimates the L1 price on 05.10.2023, the above deadline for L1 matching shall expire at 11:59:59 PM on 12.10.2023. Any communication after the expiry of the above deadline will not be entertained, and decision taken by JREDA in this regard shall be final and binding on all parties.

Note: In all cases, matching of Prices will be on individual line items (for a particular category) within the price bid table on total cost (on F.O.R basis, exclusive of GST) for complete scope of work.

46.4 JREDA reserves the right for the variation of allocated SWPs quantity.

46.5 Further, in case a Vendor is not able to supply quantity allocated to them as per scheduled timelines, JREDA reserves the right to shift the part/full quantity to another Vendor, who has matched the price.

47 Validity of discovered prices for each category

In order to allow Vendors sufficient time to implement SPWPS based on the prices discovered under this tender, all prices discovered under this tender will remain valid for **24 months** from the date of opening the price bids, which will be announced by JREDA. Within this **24-month** period, empaneled vendors have no right of refusal to complete the allocated work.

48 Recommendation and Issuance of LoAs

At the end of selection process, JREDA will issue the announcement of prices discovered and empanelment of Vendors / Letters of Award (LoAs) and the LoAs will be issued to the Selected Vendors identified, by JREDA as per the recommendation.

In case of a Consortium being selected as the Selected Vendor, the LoA shall be issued to the Lead Member of the Consortium.

Each Selected Vendor shall acknowledge the LoA and return duplicate copy with signature of the authorized signatory of the Selected Vendor to JREDA within 15 (Fifteen) days of issue of LoA, failing which it will be deemed to have been accepted by the Bidder.

If the Selected Vendor, to whom the LoA has been issued does not fulfil any of the conditions specified in Bid document, then JREDA reserves the right to annul/cancel the award of the LoA of such Selected Vendor also imposing the penalty such as encashmentof BG or/and Blacklisting.

In all cases, JREDA's decision regarding selection of Bidder based on price or annulmentof tender process shall be final and binding on all participating bidders.

49 Inspection and Audit by the Government/JREDA

All materials / equipments manufactured by the bidder/consortium of bidders against the Letter of Award shall be subject to inspection, check and/or test by the JREDA/MNRE or his authorized representative at all stages and place, before, during and after the manufacture. All these tests shall be carried out in the as per technical specifications and bidder shall submit the relevant test reports at the time of bid submission to JREDA. If upon delivery the material/equipment does not meet the specification, the materials/equipment shall be rejected and returned to the bidder for repairs/modification etc. or for

replacement and JREDA may also impose the penalty or/and blacklist the vendor. In such cases all expenses including the to-and-fro freight, repacking charges, any other costs etc. shall be to the account of the Vendor.

50 Debarment from Participating in JREDA's Future Tenders

50.1 JREDA reserves the right to carry out the performance review of each Bidder from the time of submission of Bid. In case it is observed that a bidder has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the RfS, such Bidders may be debarred from participating in JREDA's anyfuture tender for a period as decided by the competent authority of JREDA.

SECTION 6. DEFINITIONS OF TERMS

51 Following terms used in the documents will carry the meaning and interpretations as described below:

51.1 **"ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.

51.2 **"AFFILIATE"** shall mean a company that, directly or indirectly,

i. controls, or
ii. is controlled by, or
iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors.

51.3 **"B.I.S."** shall mean specifications of Bureau of Indian Standards (BIS).

51.4 **"BID"** or **"PROPOSAL"** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder and submissions during the e-Reverse Auctions, if applicable, as part of its response to the RfS issued by JREDA.

51.5 **"BIDDER"** shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require.

51.6 **"BIDDING CONSORTIUM"** or **"CONSORTIUM"** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfS under a Consortium Agreement.

51.7 **"CEA"** shall mean Central Electricity Authority.

51.8 **"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.

For Bidders incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country.

51.9 **"COMPANY"** shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.

51.10 **"CONTRACT YEAR"** shall mean the period beginning from the Effective Date of the Contract Agreement and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:

i. in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and

ii. Provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.

51.11 **"CONTROL"** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.

51.12 **"CONTROLLING SHAREHOLDING"** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium.

51.13 **"DAY"** shall mean calendar day.

51.14 **"EQUITY"** shall mean Net Worth as defined in Companies Act, 2013.

51.15 **"GROUP COMPANY"** of a Company means

i. a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;

ii. a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;

iii. a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

iv. a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

v. a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise;

Provided that a financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund, pension funds and sovereign funds shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.

51.16 **"IEC"** shall mean specifications of International Electro-Technical Commission.

51.17 **"JOINT CONTROL"** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid-up share capital).

51.18 **"LEAD MEMBER OF THE BIDDING CONSORTIUM"** or **"LEAD MEMBER"**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.

51.19 **"LETTER OF AWARD"** or **"LoA"** shall mean the letter issued by State Implementing Agency (JREDA) to the selected vendor for award of the cumulative SPWPScapacity.

51.20 **"LIMITED LIABILITY PARTNERSHIP"** or **"LLP"** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.

51.21 **"MEMBER IN A BIDDING CONSORTIUM"** or **"MEMBER"** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company.

51.22 **"MONTH"** shall mean calendar month.

51.23 **"NET-WORTH"** shall mean the Net-Worth as defined section 2 of the Companies Act, 2013.

51.24 **"O&M/AMC"** shall mean Operation & Maintenance/ Annual Maintenance Contract of the supplied equipment's.

51.25 **"PAID-UP SHARE CAPITAL"** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.

51.26 **"PARENT"** shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.

51.27 **"PROJECT"** shall mean Solar Photovoltaic Water Pumping Systems (SPWPS).

51.28 **"PROJECT INSTALLATION"** The Project (SPWPS) will be considered as installed if all equipment as per rated project capacity has been installed.

51.29 **"RfS"** or **"RfS DOCUMENT"** or **"BIDDING DOCUMENT(S)"** or **"TENDER DOCUMENTS"** shall mean the "Request for Selection" document issued by JREDA along with subsequent clarifications and amendments thereof, vide RfS No. 30/JREDA/SWPS/PM-KUSUM/23-24 dated: 08.08.2023

51.30 **"JREDA"** shall mean Jharkhand Renewable Energy Development Agency.

51.31 **"TOE"** shall mean Tender Opening Event.

51.32 **"ULTIMATE PARENT"** shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates.

51.33 **"VENDOR" or "SUCCESSFUL BIDDER" or "SELECTED VENDOR"** shall mean the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by JREDA (through a competitive bidding process) {in case of the Selected Vendor Project}.

51.34 **"WEEK"** shall mean calendar week.

SECTION 7. SAMPLE FORMS & FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 4 and other submission requirements specified in the RfS.

Format 7.1

COVERING LETTER

(The Covering Letter should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref. No._____ Date:

_____

From:_____*(Insert name and address of Bidding Company/ Lead Member of Consortium*)

_____

_____

Tel.#:

Fax#:

E-mail address#

To

The Director,

Jharkhand Renewable Energy Development Agency 3rd Floor, S.L.D.C. Building,

Kusai Colony, Doranda, Ranchi – 834002.

Sub: Response to RfS No. …….. dated …….. for ..... (Insert title of the RfS)

Dear Sir/ Madam,

We, the undersigned .....*[Insert name of the 'Bidder']* having read, examined and understood in detail the RfS including Qualification Requirements in particular, hereby submit our response to RfS.

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 7.8 under Disclosure) **OR** We confirm that in the response to the aforesaid RfS, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this RfS, and accordingly, we have submitted requisite undertaking as per Format 7.8A in this regard {strike out whichever not applicable}.

We are submitting our response to the RfS as:

Type of Bidder	Applicability (Yes/No)
Pump/ Pump set Manufacturer	
Solar PV Module Manufacturer	
Solar Pump Controller Manufacturer	
Joint Venture	

In case of Joint Venture:

Lead Bidder	Non-Lead Bidder
EPC/ Pump Manufacturer/ Solar PV Module Manufacturer/ Solar Pump Controller Manufacturer	EPC/ Pump Manufacturer/ Solar PV Module Manufacturer/ Solar Pump Controller Manufacturer

We are submitting application for the installation of SPWPS(s) in following SWPs Category: -

S. No.	Category of Pump Quoted for	Pump Cooling Category	Controller Type	Participation (Yes/No) No/Blank cell will be assumed as No Only
1.	1 HP AC Submersible	Waterfilled/Oilfilled	Normal (Without USPC)	
2.	1 HP AC Surface	-	Normal (Without USPC)	
3.	1 HP DC Submersible	Waterfilled/Oilfilled	Normal (Without USPC)	
4.	1 HP DC Surface	-	Normal (Without USPC)	
5.	2 HP AC Submersible	Waterfilled/Oilfilled	Normal (Without USPC)	
6.	2 HP AC Surface	-	Normal (Without USPC)	
7.	2 HP DC Submersible	Waterfilled/Oilfilled	Normal (Without USPC)	
8.	2 HP DC Surface	-	Normal (Without USPC)	
9.	3 HPAC Submersible	Waterfilled/Oilfilled	Normal (Without USPC)	
10.	3 HP AC Surface	-	Normal (Without USPC)	
11.	3 HP DC Submersible	Waterfilled/Oilfilled	Normal (Without USPC)	
12.	3 HP DC Surface	-	Normal (Without USPC)	
13.	3 HP AC Submersible	Waterfilled/Oilfilled	with USPC	
14.	3 HP AC Surface	-	with USPC	
15.	3 HP DC Submersible	Waterfilled/Oilfilled	with USPC	
16.	3 HP DC Surface	-	with USPC	
17.	5 HP AC Submersible	Waterfilled/Oilfilled	Normal (Without USPC)	
18.	5 HP AC Surface	-	Normal (Without USPC)	
19.	5 HP DC Submersible	Waterfilled/Oilfilled	Normal (Without USPC)	
20.	5 HP DC Surface	-	Normal (Without USPC)	
21.	5 HP AC Submersible	Waterfilled/Oilfilled	with USPC	
22.	5 HP AC Surface	-	with USPC	
23.	5 HP DC Submersible	Waterfilled/Oilfilled	with USPC	
24.	5 HP DC Surface	-	with USPC	
25.	7.5 HP AC Submersible	Waterfilled/Oilfilled	Normal (Without USPC)	
26.	7.5 HP AC Surface	-	Normal (Without USPC)	
27.	7.5 HP DC Submersible	Waterfilled/Oilfilled	Normal (Without USPC)	

28.	7.5 HP DC Surface	-	Normal (Without USPC)	
29.	7.5 HP AC Submersible	Waterfilled/Oilfilled	with USPC	
30.	7.5 HP AC Surface	-	with USPC	
31.	7.5 HP DC Submersible	Waterfilled/Oilfilled	with USPC	
32.	7.5 HP DC Surface	-	with USPC	

1. We give our unconditional acceptance to the RfS, dated..... *[Insert date in dd/mm/yyyy]*, issued by JREDA. In token of our acceptance to the RfS along with the amendments and clarifications issued by JREDA, the same have been digitally signed by us and enclosed with the response to RfS. Further, we confirm that the SPWPS shall be installed within the deadline as per panel provisions of scheme guidelines and RFS.

2. Earnest Money Deposit (EMD): - (Please read Clause 13 carefully before filling)

We have enclosed EMD of INR ……. (Insert Amount), in the form of Bank Guarantee/Payment on Order Instrument (POI) no. ……. [Insert bank guarantee/Payment on Order Instrument number] dated ……. [Insert date of bank guarantee/POI] as per Format 7.3A/7.3B from …… [Insert name of bank providing bank guarantee/POI] and valid up to… .....in terms of Clause 13 of this RfS. (Strike off whichever is not applicable)

3. We hereby declare that in the event our bid gets selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, within due time as mentioned in Clauses 13 & 14 of this RfS, JREDA shall have the right to encash the EMD/PBG submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.

4. We have submitted our response to RfS strictly as per Section 7 (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

5. Acceptance: -
We hereby unconditionally and irrevocably agree and accept that the decision made by JREDA in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.

We also unconditionally and irrevocably agree and accept that the decision made by JREDA in respect of award of SPWPS in line with the provisions of the RfS, shall be binding on us.

6. Familiarity with Relevant Indian Laws & Regulations: -
We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfS, in the event of our selection as Selected Vendor.

~~7. In case of our selection as the Selected Vendor under the scheme and the Project (SPWPS) being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the requirements of RfS.~~

8. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.

9. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from JREDA.

10. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.

11. We confirm that all the terms and conditions of our Bid are valid up to _____ (*Insert date in dd/mm/yyyy*) for acceptance [i.e., a period upto the date as on 12 months from the last date of submission of response to RfS].

12. Contact Person

Details of the representative to be contacted by JREDA are furnished as under:

Name : ……
Designation : ……
Company : ……
Address : ……
Phone Nos. : ……
Mobile Nos. : ……
Fax Nos. : ……
E-mail address: ……

13. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Selected Vendor, we agree that the same would be treated as our event of default.

Dated the_____day of_____, 20….

Thanking you,
we remain,
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Format 7.2

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortiums)

(To be provided by each of the other members of the Consortium in favor of the Lead Member)
(*To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value***)**

KNOW ALL MEN BY THESE PRESENTS THAT M/s ..... having its registered office at ……., …., and M/s ……. having its registered office at....., (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named ……. (Insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated……..…… and having agreed to appoint M/s……..…as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s……..……..a company incorporated under the laws of ……..……and having its Registered/ Head Office at ……..…….as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No……..

We also authorize the said Lead Member to undertake the following acts:

i) To submit on behalf of Consortium Members response to RfS.
ii) To do any other act or submit any information and document related to the above response to RfS Bid.

It is expressly understood that in the event of the Consortium being selected as Selected Vendor, this Power of Attorney shall remain valid, binding and irrevocable until 05 years from installation.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/ Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF M/s..... , as the Member of the Consortium have executed these presents on this……. day of under the Common Seal of our company.

For and on behalf of Consortium Member

M/s…….

---------- (Signature of person authorized by the board)

(Name
Designation
Place:

Date:)
Accepted

- -
(Signature, Name, Designation and Address
of the person authorized by the board of the Lead Member)

Attested

- - - - - - - - - - - - - - -
(Signature of the executant)

- - - - - - - - - - - - - - - - - - - -
(Signature & stamp of Notary of the place of execution)

Place: .....
Date: .....

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-6, Definition of Terms of the RfS.

Format 7.3A

FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT (EMD)

(*To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value*)

Reference: …….
List No.: .....…
Date: .....……...

In consideration of the_____[*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for _____[*Insert title of the RfS*] for pump category declared in Format 7.1, in responseto the RfS No._____dated_issued by Jharkhand Renewable Energy Development Agency (hereinafter referred to as JREDA) and JREDA considering such response to the RfS of ……[*Insert the name of the Bidder*] as per the terms of the RfS, the _____ [*Insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to JREDA at [*Insert Name of the Place from the address of JREDA*] forthwith without demur on demand in writing from JREDA or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees_____[*Insert amount not less than that derived on the basis of 2% of the amount equivalent to the 6% of the value of total pump allocation or 25 nos. of SPWPS, whichever is higher*], only, on behalf of M/s _____ [*Insert name of the Bidder*].

This guarantee shall be valid and binding on this Bank up to and including _____[*insert date of validity in accordance with Clause 13 of this RfS*] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR_____(Indian Rupees _____ only). Our Guarantee shall remain in force until _____[*insert date of validity in accordance with Clause 13 of this RfS*]. JREDA shallbe entitled to invoke this Guarantee till_____[*insert date of validity in accordance with Clause 13 of this RfS*].

The Guarantor Bank hereby agrees and acknowledges that the JREDA shall have a right to invokethis BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by JREDA, made in any format, raised at the above-mentioned address of theGuarantor Bank, in order to make the said payment to JREDA.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by_____[*Insert name of the Bidder*] and/ or any other person. The Guarantor Bank shall not require JREDA to justify the

invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against JREDA in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Ranchi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly JREDA shall not be obliged before enforcing this BANK GUARANTEE to take anyaction in any court or arbitral proceedings against the Bidder, to make any claim against or anydemand on the Bidder or to give any notice to the Bidder or to enforce any security held by JREDA or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS and a confirmation in this regard is received by JREDA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR_____(Indian Rupees_____Only) and it shall remain in force until_____[*Date to be inserted on the basis of Clause 11 of this RfS*].

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if JREDA serves upon us a written claim or demand.

Signature: _____

Name: _____

Power of Attorney No.: _____

For

_____[*Insert Name and Address of the Bank*] ___

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this_____day of_____, 20___

Format 7.3 B

FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY IREDA/REC/PFC (IN LIEU OF BG TOWARDS EMD)

No. Date

JREDA, **Registered**

_____,

_____

Reg: M/s_____(insert name of the Bidder) – Issuance of Payment on Order Instrument for an amount of Rs._____

Dear Sir,

1. It is to be noted that M/s._____(*insert name of the POI issuing Agency*) **('IREDA/REC/PFC')** has sanctioned a non-fund based limit loan of Rs. _____ (Rupees_____only) to M/s_____under the loan Agreement executed on_____to execute Renewable Energy Projects.

2. At the request of M/s_____, on behalf of_____(insert name of the Bidder), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees_____(in words)). This Payment on Order Instrument comes into force immediately.

3. In consideration of the _____[*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for_____[*Insert title of the RfS*] for the SWPs Category declared in Format 7.1, in response to the RfS No._____dated _____issued by Jharkhand Renewable Energy Development Agency (hereinafter referredto as JREDA) and JREDA considering such response to the RfS of ……[*Insert the name of the Bidder*] as per the terms of the RfS, the____[*Insert name & address of IREDA/PFC/REC*] hereby agrees unequivocally, irrevocably and unconditionally to pay to JREDA at [*Insert Name of the Place from the address of JREDA*] forthwith without demur on demand in writing from JREDA or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees_____ _____[*Insert amount not lessthan that derived on the basis of 2% of the amount equivalent to the 6% of the value of total pump allocation or 25 nos. of SPWPS, whichever is higher*], only, on behalf ofM/s_____[*Insert name of the Bidder*].

4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs._____lakhs (in words… .....) to JREDA on the following conditions: -
   (a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of_____days of receipt of request from JREDA within the validity period of this letter as specifiedherein;

(b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against JREDA;

(c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors.

(d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (JREDA and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc.;

(e) This Payment on Order Instrument can be invoked either partially or fully, till the date of validity.

(f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by JREDA made in any format within the validity period. IREDA/REC/PFC shall not require JREDA to justify the invocation of the POI against the Selected Vendor, to make any claim against or any demand against the SPV/Vendor or to give any notice to the SPV/Vendor;

(g) The POI shall be the primary obligation of IREDA/REC/PFC and JREDA shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the Selected Vendor;

(h) Neither JREDA is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against JREDA in respect of the payment madeunder letter of undertaking;

5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to_____and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs..... and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

6. In pursuance of the above, IREDA/REC/PFC and JREDA have signed an Umbrella Agreement dated setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to JREDA and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully
For and on behalf of
M/s._____
(Name of the POI issuing agency).

( )
General Manager (TS)

Copy to:-

M/s.__PP_____

_____

_____As per their request

( )

General Manager (TS)

Format 7.3 C

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be submitted Separately for each Project)
(*To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value*)

Reference: …….
Bank Guarantee No.: .....…
Date: .....……..

In consideration of the_____[*Insert name of the Bidder*] (hereinafter referred to as 'selected Vendor') submitting the response to RfS inter alia for …… [*Insert title of the* RfS] for the category of SWPs declared in Format 7.1, in response to the RfS dated…… issued by Jharkhand Renewable Energy Development Agency (hereinafter referred to as JREDA) and JREDA considering such response to the RfS of ……[*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) issuing Letter of Award No._____to_____(*Insert Name of selected Vendor*) as per terms of RfS, M/s_____{a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RfS, the_____[*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to JREDA at_____[*Insert Name of the Place from the address of the JREDA*] forthwith on demand in writing from JREDA or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees _____ [Total Value] only, on behalf of M/s _____[*Insert name of the selected Vendor*].

This guarantee shall be valid and binding on this Bank up to and including ..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR_____(Indian Rupees _____Only).

Our Guarantee shall remain in force until……. JREDA shall be entitled to invoke this Guarantee till …….

The Guarantor Bank hereby agrees and acknowledges that JREDA shall have a right to invoke thisBANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by JREDA, made in any format, raised at the above-mentioned address of theGuarantor Bank, to make the said payment to JREDA.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by_____[*Insert name of the*

selected Vendor] and/ or any other person. The Guarantor Bank shall not require JREDA to justifythe invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourseagainst JREDA in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at_____shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly JREDA shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Vendor, to make any claim against or any demand on the selected Vendor or to give any notice to the selected Vendor or to enforce any security held by JREDA or to exercise, levy or enforce any distress, diligence or other process against the selected Vendor.

~~The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to JREDA and may be assigned, in whole or in part, (whether absolutely or by way of security) by JREDA to anyentity to whom JREDA is entitled to assign its rights and obligations.~~

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees_____Only) and it shall remain in force until..... We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if JREDA serves upon us a written claim or demand.

Signature: _____
Name: _____
Power of Attorney No.: _____
For
_____*[Insert Name and Address of the Bank*] ___

Contact Details of the Bank:

E-mail ID of the Bank:
Banker's Stamp and Full Address.

Dated this_____day of_____, 20___

Witness:

1. …….

Signature
Name and Address

2. …….

Signature
Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

Format 7.4

FORMAT FOR BOARD RESOLUTIONS

The Board, after discussion, at the duly convened Meeting on..... [*Insert date*], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, passed the following Resolution:

1. RESOLVED THAT Mr./ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No._____for_____(insert title of the RfS), including signing and submission of all documents and providing information/ response to RfS to Jharkhand Renewable Energy Development Agency (JREDA), representing us in all matters before JREDA, and generally dealing with JREDA in all matters in connection with our bid for the said Project. (***To be provided by the Bidding Company or the Lead Member of the Consortium***)

2. FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. (***To be provided by the Bidding Company***)

[*Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided*]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (-----%) equity [*Insert the % equity commitment as specified in Consortium Agreement*] in the Project. (**To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%**)

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s ---------- [*Insert the name of other Members in the Consortium*] and Mr/ Ms……., be and is hereby authorized to execute the Consortium Agreement. (***To be provided by each Member of the Bidding Consortium including Lead Member*)**

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated .....executed by the Consortium as per the provisions of the RfS. [***To be passed by the Lead Member of the Bidding Consortium***]

3. NOT USED

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

Format 7.5

FORMAT FOR CONSORTIUM AGREEMENT

(*To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value*)

THIS Consortium Agreement ("Agreement") executed on this____Day of_____Two Thousand_____between M/s_____[*Insert name of Lead Member*] a Company incorporated under the laws of_____and having its Registered Office at _____ (hereinafter called the "**Member-1**", 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 "**Member-2**", which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to RfS and **execution of contact agreement with JREDA** (in case of award), against RfS No._____dated_____issued by Jharkhand Renewable Energy Development Agency (JREDA) a Company incorporated under the Companies Act, 2013, and having its Registered Office at 3rd Floor, SLDC Building, Kusai Colony, Doranda, Ranchi-834002.

WHEREAS, each Member individually shall be referred to as the "Member" and all of the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS JREDA desires to install SPWPS under RfS for_____(insert title of the RfS);

WHEREAS, JREDA had invited response to RfS vide its Request for Selection (RfS) dated _____

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by JREDA wherein the Consortium Members have to commit equity investment of a specific percentage for the SPWPS.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s_____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, and to submit the response to the RfS.

2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.

3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e., for both its own liability as well as the liability of other Members.

4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity 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.

5. Subject to the terms of this Agreement, the share of each Member of the Consortium **will be as under**

Name	Percentage
Member 1	---
Member 2	---
Total	100%

6. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.

7. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

8. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

9. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Ranchi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.

10. It is hereby further agreed that in case of being selected as the Selected Vendor, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of JREDA in terms of the RfS.

11. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Contract Agreement and shall remain valid until the expiration or early termination of the Contract Agreement in terms thereof, unless expressly agreed to the contrary by JREDA.

12. 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 RfS.

13. 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 the Contract Agreement except with prior written consent of JREDA.

14. 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 JREDA.

15. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS.

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

For M/s.....[Member 1]

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

Witnesses:

1) Signature----------	2) Signature ----------
Name:	Name:
Address:	Address:

For M/s.....[Member 2]

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

Witnesses:

1) Signature ----------	2) Signature ----------
Name:	Name:
Address:	Address:

_____

Signature and stamp of Notary of the place of execution

Format 7.6

FORMAT FOR FINANCIAL REQUIREMENT

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref. No._____ Date: _____

From:_____*(Insert name and address of Bidding Company/ Lead Member of Consortium*)

_____

Tel.#:
Fax#:
E-mail address#

To
The Director,
Jharkhand Renewable Energy Development Agency 3rd Floor, S.L.D.C. Building,
Kusai Colony, Doranda, Ranchi - 834002

Sub: Response to RfS No._____dated_____for_____.

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth criteria, by demonstrating a Net Worth of Rs…….. Cr. (…..in words) as on the last date of Financial Year 2021-22.

This Net Worth has been calculated in accordance with instructions provided in Clause 42.1 of the RfS.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company*	Net Worth (in Rs. Crore)
Company 1			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/ chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium
(To be filled by each Member in a Bidding Consortium separately)
Name of Member: [*Insert name of the Member*]

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment: INR ---------- Crore (Equity Commitment (%) * Rs. [ ] Crore)

For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or its Affiliate(s) per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company* (If any)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the Minimum Average Annual Turnover Criteria, by demonstrating a MAAT of INR_____(_____in words) for the last three Financial Years, namely_____,_____and_____.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the MAAT by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose MAAT is to be considered	Relationship with Bidding Company*	MAAT (in Rs. Crore) FY 2019-20	MAAT (in Rs. Crore) FY 2020-21	MAAT (in Rs. Crore) FY 2021-22
Company 1					

Total					

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium
(To be filled by each Member in a Bidding Consortium separately)
Name of Member: [*Insert name of the Member*]

MAAT requirement to be met by Member in Proportion to the Equity Commitment: INR ----------Crore (Equity Commitment (%) * Rs. [ ] Crore)

For the above calculations, we have considered MAAT by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose MAAT is to be considered	Relationship with Bidding Company* (If Any)	MAAT (in Rs. Crore) FY 2019-20	MAAT (in Rs. Crore) FY 2020-21	MAAT (in Rs. Crore) FY 2021-22	Equity Commitment (in %age) in Bidding Consortium	Proportionate MAAT (in Rs. Crore)
Company 1							

Total							

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Liquidity Criteria by demonstrating a Working Capital of INR_____(in words) as on the end of Financial Year 2021-22. (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered Working Capital by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose Working Capital is to be considered	Relationship with Bidding Company*	Working Capital (in Rs. Crore)
Company 1			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium
(To be filled by each Member in a Bidding Consortium separately)
Name of Member: [*Insert name of the Member*]

Working Capital requirement to be met by Member in Proportion to the Equity Commitment: INR ----------Crore (Equity Commitment (%) * Rs. [ ] Crore)

For the above calculations, we have considered Working Capital by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose Working Capital is to be considered	Relationship with Bidding Company* (If Any)	Working Capital (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate Working Capital (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

(Signature & Name of the Authorized Signatory)

(Signature and Stamp of CA)
Membership No.
Regn. No. of the CA's Firm:

Date:

Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover duly certified by the Chartered Accountant.

(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

FORMAT 7.7

UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to Jharkhand Renewable Energy Development Agency, in respectto our response to RfS vide RfS No._____dated_____, that M/s _____(insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender, and that there is no major litigation pending or threatened against M/s _____(insert name of the Bidder) or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.

(Name and Signature of the Authorized Signatory)

Format 7.8

FORMAT FOR DISCLOSURE

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

DISCLOSURE

Ref. No._____ Date: _____

From:_____*(Insert name and address of Bidding Company/ Lead Member of Consortium*)

_____

_____

Tel.#: Fax#:

E-mail address#

To

The Director,

Jharkhand Renewable Energy Development Agency

3rd Floor, S.L.D.C. Building, Kusai Colony,

Doranda, Ranchi-834002

Sub: Response to RfS No._____dated__for _____

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No._____dated_and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS including but not limited to cancellation of our response to this RfS and LoA, we, i.e. M/s _____(enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by JREDA for a period of 2 years from the date of default as notified by JREDA.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 40.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020 except Sl.11 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, JREDA shall take appropriate action as deemed necessary.

We further declare that we are fully aware of the binding provisions of the ALMM Order and the Lists(s) thereunder, while quoting the price in RfS for_(Enter the name of the RfS).

We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

Dated the_____ day of_____, 20….

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Format 7.8 A

FORMAT FOR DISCLOSURE

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

(To be submitted by all such bidders in which a common Company/companies directly/indirectly own(s) more than 10% but less than 26% shareholding)

DISCLOSURE

Ref. No._____ Date: _____

From:_____(Insert name and address of Bidding Company/ Lead Member of Consortium)

_____

_____

Tel.#: Fax#:

E-mail address#

To

The Director,

Jharkhand Renewable Energy Development Agency

3rd Floor, S.L.D.C. Building, Kusai Colony,

Doranda, Ranchi-834002

Sub: Response to RfS No._____dated_____for_____.

Dear Sir/ Madam,

We hereby declare and confirm that in terms of the definitions of the RfS, M/s _____(enter name of the common shareholder) is our Group Company, and has a direct/indirect shareholding of less than 26% in the bidding company. M/s_____(enter name of the common shareholder) also holds directly/indirectly less than 26% shareholding in other Companies which may participate in this RfS, i.e., RfS No._____.

We undertake that M/s_____(enter name of the above common shareholder) is not a party to the decision-making process for submission of response to this RfS by M/s _____ (enter name of the bidding company/member in the consortium). We further undertake that while undertaking any action as part of our response to RfS, we are not complicit with other such bidders participating in this RfS, in which M/s _____ (enter name of the common shareholder) has less than 26% direct/indirect shareholding, if any.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS including but not limited to cancellation of our response to this RfS and LoA, we, i.e. M/s _____(enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in

any of the upcoming tenders issued by JREDA for a period of 2 years from the date of default asnotified by JREDA.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 38 of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020 except Sl. 11 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, JREDA shall take appropriate action as deemed necessary.

We further declare that we are fully aware of the binding provisions of the ALMM Order and the Lists(s) thereunder, while quoting the price in RfS for_____(Enter the name of the RfS). We further understand that the List-I (Solar PV Modules) of ALMM Order, Annexure-I of the OM, issued by MNRE on 10th March, 2021 will be updated by MNRE from time to time. We also understand that the Modules to be procured for this project, shall be from the List-I of the ALMM Order applicable on the date of invoicing of such modules.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

Dated the_____ day of_____, 20….

Thanking you,
We remain,
Yours faithfully,
Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Annexure to Format 7.8/7.8A

DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:
MoF OM No 6/18/2019-PPD dated 23.07.2020

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

Ref. No._____ Date: _____

From:_____*(Insert name and address of Bidding Company/Member of Consortium*)

_____

_____

Tel.#:
Fax#:
E-mail address#

To
The Director,
Jharkhand Renewable Energy Development Agency
3rd Floor, S.L.D.C. Building, Kusai Colony,
Doranda, Ranchi-834002

Sub: Response to the RfS No..... dated ……

Dear Sir/ Madam,

This is with reference to attached order No. OM no. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, MoF, Govt of India.

We are hereby submitting the following declaration in this regard:

"l have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.

Dated the_____day of_____, 20….

Thanking you,
We remain,
Yours faithfully,
Name, Designation, Seal and Signature of Authorized Signatory.
Enclosure: OM dated 23.07.2020, as referred above

Format 7.9

(This format is for reference purpose only. The scanned version of the format, duly signed by JREDA's authorized signatory, is available on the ETS portal as addendum to the RfS. Bidders are required to submit signed and scanned copy of the document available on ETS portal)

INTEGRITY PACT

Between

Jharkhand Renewable Energy Development Agency

having its Registered Office at 3rd Floor, S.L.D.C. Building,
Kusai Colony, Doranda, Ranchi - 834002, India

hereinafter referred to as

"JREDA",

and

_____

[Insert the name of the Sole Bidder/all members of the of Joint Venture/Consortium]

having its Registered Office at _____

(Insert full Address/Lead member address in case of Joint Venture/Consortium)

_____

and

_____

[*Insert the name of all members of the Joint Venture/Consortium, as applicable]*

having its Registered Office at _____

(Insert full Address/ Lead member address in case of Joint Venture/Consortium)

_____

hereinafter referred to as

"The Bidder/Contractor"

Preamble

JREDA intends to award, under laid-down organizational procedures, contract(s) for _____*[Insert the name of the tender/package]*_____
Package and NIB Number_____JREDA values full compliance with all *[Insert Specification Number of the package]* relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with

its Bidders/ Contractors.

In order to achieve these goals, JREDA and the above-named Bidder/Contractor enter into this agreement called '**Integrity Pact**' which will form an integral part of the bid.

It is hereby agreed by and between the parties as under:

Section I - Commitments of JREDA

(1) JREDA commits itself to take all measures necessary to prevent corruption and to observethe following principles:

a) No employee of JREDA, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.

b) JREDA will, during the tender process treat all Bidder(s) with equity and fairness. JREDA 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) JREDA will exclude from evaluation of Bids its such employee(s) who has any personal interest in the Companies/Agencies participating in the Bidding/Tendering process

(2) If Managing Director obtains information on the conduct of any employee of JREDA which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

Section II - Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:

a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to JREDA, or to any of JREDA'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 an advantage during the tender process or the execution of the contract.

b) The Bidder/Contractor shall not enter into any agreement/ arrangement/ understanding/ action in concert, whether or not the same is formal or in writing with other Bidders/Contractors. This applies in particular to agreements pertaining to prices, territorial or geographical allocations of market, specifications, certifications, subsidiary contracts, submission or non-submission of bids, bid rigging or other actions restricting competitiveness or

leading to cartelization in the bidding process or amounting to any other violation under the Competition Laws for the time being in force.

c) The Bidder/Contractor will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further, the Bidder/Contractor will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by JREDA as part of the business relationship, regarding plans, technical proposals and business details, includinginformation contained or transmitted electronically.

d) Bidders will not pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act

e) The Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.

f) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.

g) The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of JREDA.

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

Section III- Disqualification from tender process and exclusion from future contracts

(1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, JREDA may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.

(2) If the Bidder/Contractor has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, JREDA may after following due procedures also exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 36 months.

(3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, JREDA may revoke the exclusion prematurely. However, decision of JREDA in this regard shall be final and binding on the bidder/Contractor.

Section IV - Liability for violation of Integrity Pact

(1) If JREDA has disqualified the Bidder from the tender process prior to the award under Section III, JREDA may forfeit the applicable Bid Security/Earnest Money Deposit underthe Bid.

(2) If JREDA has terminated the contract under Section III, JREDA may forfeit the Contract Performance Security of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

(1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section VI - Equal treatment to all Bidders / Contractors

(1) JREDA will enter into agreements with identical conditions as this one with all Bidders.

(2) JREDA will disqualify from the tender process any bidder who does not sign this Pact orviolate its provisions.

Section VII - Punitive Action against violating Bidders / Contractors

If JREDA obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of anemployee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if JREDA has substantive suspicion in this regard, JREDA will inform the Chief Vigilance Officer (CVO).

Nothing mentioned hereinabove may deem to restrict the right of JREDA, in case of a suspected violation of Section II, Clause (1) (b) by the Bidders/ contractors to initiate necessary action under the Competition Laws for the time being in force.

(*) **Section VIII - Independent External Monitor/Monitors**

(1) JREDA has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India, details ofwhich has been indicated in the tender document.

(2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to Managing Director, JREDA, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records,

conduct the investigations and submit report to Managing Director, JREDA, giving jointfindings.

(3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Managing Director, JREDA.

(4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of JREDA related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

(5) JREDA will provide to the IEM information as sought by him which could have an impacton the contractual relations between JREDA and the Bidder/Contractor related to this contract.

(6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Managing Director, JREDA and request the Managing Director, JREDA to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right todemand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to JREDA and the Bidder/Contractor, as deemed fit, to present its case before making its recommendationsto JREDA.

(7) The IEM will submit a written report to the Managing Director, JREDA within 8 to 10 weeks from the date of reference or intimation to him by JREDA and, should the occasionarise, submit proposals for correcting problematic situations.

(8) If the IEM has reported to the Managing Director, JREDA, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Managing Director, JREDA has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.

(9) The word '**IEM**' would include both singular and plural.

(*) This Section shall be applicable for only those packages wherein the IEMs have been identified in Section – I: Invitation for Bids and/or Clause ITB … in Section – III: Bid Data Sheets of Conditions of Contract, Section-3 of the RfS.

(10) A bidder/Contractor signing the IP shall not approach the Courts while representing the matters to IEMs and he will await till their decision in the matter.

Section IX - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section X - Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of JREDA.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.

(4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) which are part of the Bidding Document.

(5) Views expressed or suggestions/submissions made by the parties and the recommendations of the ***CVO/***IEM[#] in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

 # CVO shall be applicable for packages wherein IEM are not identified in the bidding document IEM shall be applicable for packages wherein IEM are identified in the bidding document.

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

(Signature) _____	(Signature) _____
(For & On behalf of JREDA)	**(For & On behalf of Bidder/ Partner(s) of Joint Venture/Consortium/ Contractor)**
(Office Seal)	(Office Seal)
Name:_____	Name:_____
Designation:_____	Designation:_____
Witness 1 :_____	Witness 1 :_____
(Name & Address) _____	(Name & Address) _____
_____	_____
_____	_____

Witness 2 :_____

(Name & Address) _____

_____

_____

Witness 2 :_____

(Name & Address) _____

_____

_____

Format 7.10

FORMAT FOR SUBMISSION OF FINANCIAL BID

(The Covering Letter should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref. No._____ Date: _____

From:_____*(Insert name and address of Bidding Company/ Lead Member of Consortium*)

_____

_____

Tel.#:
Fax#:
E-mail address#

To
The Director,
Jharkhand Renewable Energy Development Agency
3rd Floor, S.L.D.C. Building, Kusai Colony,
Doranda, Ranchi-834002

Sub: Response to RfS No._____dated_____for_____.

Dear Sir/ Madam,

I/ We,_____(*Insert Name of the Bidder*) enclose herewith the Financial Proposal for selection of my/ firm for the SWPs Category declared in Format 7.1, as Bidder for theabove.

I/We have applied for SPWPS to be set up in Jharkhand State under this RfS.

I/We agree that this offer shall remain valid for a period upto the date as on 12 months from the due date of submission of the response to RfS and such further period as may be mutually agreed upon.

Dated the_____day of_____, 20….

Thanking you,
We remain,
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Notes:

1. *For each line item (i.e., type of pump), there can be only one price applied for by the Bidder. If the bidder quotes two prices or combination thereof for theline item, then the bid shall be considered as non-responsive.*

2. *If the bidder submits the financial bid in the Electronic Form at e-procurement portal not in line with the instructions mentioned therein, then the bid shall be considered as non- responsive.*

3. *Price requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*

4. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*

5. *Price should be in Indian Rupee up to two decimal places only.*

Format 7.11

DECLARATION REGARDING BANNING, LIQUIDATION, COURT RECEIVERSHIP ETC.

(To be submitted on the Letter Head of the Bidder)

Ref. No._____ Date: _____

From:_____*(Insert name and address of Bidder)*
Tel.#: Fax#:
E-mail address#

To
The Director,
Jharkhand Renewable Energy Development Agency
3rd Floor, S.L.D.C. Building, Kusai Colony,
Doranda, Ranchi-834002

Sub: Response to RfS No._____dated_____for_____.

Dear Sir/ Madam,

We hereby confirm that we are not on the Banning List by JREDA or Public Sector Project Management due to poor performance or Corrupt/ Fraudulent/ Collusive/ Coercive Practices or any other reason or banned by Government department/ Public Sector on due date of submission of bid.

Further, we confirm that neither we nor our allied agency(ies) are on banning list of JREDA or the Ministry of New & Renewable Energy.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or bankruptcy.

In case it comes to the notice of JREDA that we have given wrong declaration in this regard, thesame shall be dealt as Fraudulent Practices and we shall be banned by JREDA for a period which shall be decided by JREDA on case-to-case basis, subject to minimum period of banning being 06 months from the date of issuance of banning order.

Further, we also confirm that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to JREDA by us.

Format 7.12

DECLARATION FOR THE LOCAL CONTENT

(To be submitted on the Letter Head of the Bidder/Lead member)

Ref. No._____ Date: _____

From:_____*(Insert name and address of Bidder)*
Tel.#:
Fax#:
E-mail address#

To
The Director,
Jharkhand Renewable Energy Development Agency
3rd Floor, S.L.D.C. Building, Kusai Colony,
Doranda, Ranchi-834002

Sub: Response to RfS No._____dated_____for_____.

Dear Sir/ Madam,

We declare that we will be using indigenously manufactured solar panels with indigenous solar cells and modules. Further, we are agreeing to accept and follow Guidelines for the implementation of PM-KUSUM scheme issued by MNRE on 22-07-2019 and its subsequent amendment(s).

We are aware that in accordance with order no. F. No. 283/22/2019-GRID SOLAR dated 09.02.2021 issued by MNRE, only class-I Local Suppliers' are eligible to bid under this RfS. Also, we have carefully gone through the above mentioned order to understand the whole process and definitions of various terms (Class-I Local Supplier, Local Content etc.) pertaining to above referred order and its supporting appendix and annexures as amended till date.

Further, we hereby undertake that I/We certify that we/our Collaborator/JV Partner are/is are not being under debar list/undergoing debarment period on account of breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for giving false declarations of local content.

List of imported components used in the manufacturing of solar water pumping system:

S. No.	Item Imported

(Name and Signature of the Authorized Signatory of the bidder/lead member)

Format 7.13

DECLARATION FOR USING SAME MAKE OF EQUIPMENTS AS PER THE TEST CERTIFICATE

(To be submitted on the Letter Head of the Bidder)

Ref. No._____ Date: _____

From:_____*(Insert name and address of Bidder)*
Tel.#:
Fax#:
E-mail address#

To
The Director,
Jharkhand Renewable Energy Development Agency
3rd Floor, S.L.D.C. Building, Kusai Colony,
Doranda, Ranchi-834002

Sub: Response to RfS No._____dated_____for_____.

Dear Sir/ Madam,

We are agreeing to accept that the same make of solar panels, pumps, VFD/inverter/controller for which the test report is to be submitted to the Implementing agency, as per **MNRE's latest revised solar pump testing procedure issued in 2023** and amendments thereof, will be supplied by us.

In case, if some different make of solar panels, pumps, VFD/inverter/controller will be supplied during the implementation or AMC period, we will submit the test report for that particular make component(s). We also agree that such test reports shall be issued by the National Institute of Solar Energy and any other lab accredited by NABL for testing of solar PV water pumping system as per MNRE specifications and testing procedure.

(Name and Signature of the Authorized Signatory)

Format 7.14

DECLARATION FOR SUBMITTING THE TEST CERTIFICATE AS PER MNRE TECHNICAL SPECIFICATIONS FOR SOLAR WATER PUMPSETS ISSUED IN 2023

(To be submitted on the Letter Head of the Bidder)

Ref. No._____ Date: _____

From:_____*(Insert name and address of Bidder)*
Tel.#:
Fax#:
E-mail address#

To
The Director,
Jharkhand Renewable Energy Development Agency
3rd Floor, S.L.D.C. Building, Kusai Colony,
Doranda, Ranchi-834002

Sub: Response to RfS No._____dated_____for_____.

Dear Sir/ Madam,

We are agreeing to accept that the test certificates are to be submitted to the Implementing Agency, reports as per **MNRE's revised** technical specifications and testing procedures issued in **2023(latest)** and amendments thereof, will be submitted by us by 31.07.2023 or before issue of LoA, whichever is later. In failure of which our empanelment will stand cancelled, without any prior intimation. These certificates shall be submitted either in original form or attested copy by the issuing test lab.

(Name and Signature of the Authorized Signatory)

Format 7.15

CERTIFICATE REGARDING COMPLIANCE OF MeitY NOTIFICATION VIDE FILE NO. 1(10)/2017-CLESdt. 02.07.18

(To be submitted on the Letter Head of the Bidder)

Ref. No._____ Date: _____

From:_____*(Insert name and address of Bidder)*
Tel.#: Fax#:
E-mail address#

To
The Director,
Jharkhand Renewable Energy Development Agency
3rd Floor, S.L.D.C. Building, Kusai Colony,
Doranda, Ranchi-834002

Sub: Response to RfS No._____dated_____for_____.

Dear Sir/ Madam,

This is to certify that the products/items being offered/ quoted against ref. RfS by M/s…….. meet the definition of domestically manufactured/produced Cyber Security Products as per Para 4 of MeitY notification vide File no. 1(10)/2017−CLES dt. 02.07.18 and the bidder shall strictly abide by all provisions of the subject notification.

(Name and Signature of the Authorized Signatory)

Format 7.16

FORMAT FOR SUBMISSION OF PRICE BID

(The Covering Letter should be submitted on the Letter Head of the Bidder/ Lead Member of Consortium)

Ref. No._____ Date: _____

From:_____*(Insert name and address of Bidder / Lead Member of Consortium*)

_____

_____

Tel.#:

Fax#:

E-mail address#

To

The Director,

Jharkhand Renewable Energy Development Agency

3rd Floor, S.L.D.C. Building, Kusai Colony,

Doranda, Ranchi-834002

Sub: Response to RfS No._____dated_____for_____.

Dear Sir/ Madam,

I/ We,_____(*Insert Name of the Bidder*) enclose herewith the Price Bid/Financial Proposal for selection of my/our firm, in line with the Price Bid Schedule enclosed herewith.

I/We agree that this offer shall remain valid for a period of 24 months from the date of opening of price bids under this RfS..

Dated the_____day of_____, 20….

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Notes:

1. *Only a single price bid for each line item (i.e., type of pump), for the cumulative Project capacity quoted by the bidders, shall have to be filled online in the Electronic Form provided at the JHARKHAND E-PROCUREMENT portal.*

2. *The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.*

3. *Price bids requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*

4. *Tariff should be in Indian Rupee up to two decimal places only.*

PRICE BID SCHEDULE

(The excel file annexed as Annexure-C of the RfS shall be used for entering the price bid. Duly Signed and scanned copy of the same will be required to be uploaded on the portal)

S. No.	Category of Pump Quoted for	Pump Cooling Category	Controller Type	Unit Rate (Exclusive of GST)
1.	1 HP AC Submersible	Waterfilled/Oilfilled	Normal (Without USPC)	
2.	1 HP AC Surface	-	Normal (Without USPC)	
3.	1 HP DC Submersible	Waterfilled/Oilfilled	Normal (Without USPC)	
4.	1 HP DC Surface	-	Normal (Without USPC)	
5.	2 HP AC Submersible	Waterfilled/Oilfilled	Normal (Without USPC)	
6.	2 HP AC Surface	-	Normal (Without USPC)	
7.	2 HP DC Submersible	Waterfilled/Oilfilled	Normal (Without USPC)	
8.	2 HP DC Surface	-	Normal (Without USPC)	
9.	3 HPAC Submersible	Waterfilled/Oilfilled	Normal (Without USPC)	
10.	3 HP AC Surface	-	Normal (Without USPC)	
11.	3 HP DC Submersible	Waterfilled/Oilfilled	Normal (Without USPC)	
12.	3 HP DC Surface	-	Normal (Without USPC)	
13.	3 HP AC Submersible	Waterfilled/Oilfilled	with USPC	
14.	3 HP AC Surface	-	with USPC	
15.	3 HP DC Submersible	Waterfilled/Oilfilled	with USPC	
16.	3 HP DC Surface	-	with USPC	
17.	5 HP AC Submersible	Waterfilled/Oilfilled	Normal (Without USPC)	
18.	5 HP AC Surface	-	Normal (Without USPC)	
19.	5 HP DC Submersible	Waterfilled/Oilfilled	Normal (Without USPC)	
20.	5 HP DC Surface	-	Normal (Without USPC)	
21.	5 HP AC Submersible	Waterfilled/Oilfilled	with USPC	
22.	5 HP AC Surface	-	with USPC	
23.	5 HP DC Submersible	Waterfilled/Oilfilled	with USPC	
24.	5 HP DC Surface	-	with USPC	
25.	7.5 HP AC Submersible	Waterfilled/Oilfilled	Normal (Without USPC)	
26.	7.5 HP AC Surface	-	Normal (Without USPC)	
27.	7.5 HP DC Submersible	Waterfilled/Oilfilled	Normal (Without USPC)	
28.	7.5 HP DC Surface	-	Normal (Without USPC)	
29.	7.5 HP AC Submersible	Waterfilled/Oilfilled	with USPC	
30.	7.5 HP AC Surface	-	with USPC	
31.	7.5 HP DC Submersible	Waterfilled/Oilfilled	with USPC	
32.	7.5 HP DC Surface	-	with USPC	

Additionally, The filled-out Excel file(s) must also be submitted in envelope-2 of the online bid portal.

Note: *Bidders are advised to quote the rate for all categories of SWPs, however allotment will be based on available demand which is mostly 2,3,5HP in the state. In case of discrepancies between excel and scanned price bid(s), prices mentioned in excel files of Annexure-C shall prevail.*

Format 7.17

PRELIMINARY ESTIMATE OF COST OF SPWPS

(To be submitted by all the empanelled bidders before signing of Contract Agreement with JREDA)

Bidder Name: …….

State Name: ……...

Capacity (HP): ……...

Type (AC/DC): …….

Category (Surface/Submersible): …….

Controller (without USPC/With USPC): ……

Module Type (with DCR Cell/Non-DCR Cell): ……

S. No.	**Particulars**	**Estimated Cost** (In Lakhs INR) (exclusive of GST)
1.	System Cost	
i.	*Module*	
ii.	*Pump*	
iii.	*Controller*	
iv.	*Module Mounting Structure (MMS)*	
v.	*Balance of System (BoS)*	
2.	Transportation Cost	
3.	Installation Cost	
4.	5-year EMC Cost	
5.	5-year Insurance Cost	
6.	Others (if any)	

Dated the_____day of_____, 20….

Thanking you,
We remain,
Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Format 7.18

DECLARATION REGARDING THE DIFFERENT MODELS OF SOLAR WATER PUMPING SYSTEMS SPECIFIED IN THE MNRE SPECIFICATION FOR THE PARTICULAR CATEGORY/TYPE OF THE PUMPS

*(To be provided on the letter head of the **bidder or lead member at the time of bid submission)***

Ref No._____ Date: _____

From:_____(Insert name and address of Bidding Company/ Lead Member of Consortium)

_____

_____

Tel.#:
Fax#:
E-mail address#

To
The Director,
Jharkhand Renewable Energy Development Agency
3rd Floor, S.L.D.C. Building, Kusai Colony,
Doranda, Ranchi-834002

Sub: Response to RfS No. dated for .

Vide this declaration this is to certify that that M/s……. (Name of the Bidder) has all the models*(e.g. Model-5, Model-6 & Model-7, it is mentioned w.r.t. 5HP-AC-Submersible pump)* of the Solar Water Pumping System as specified in the table, category/type-wise of the pumps (5HP-AC-Submersible) as per the MNRE revised specifications issued in .2023 (latest)**,** for which the firm is participating in the bid for the various categories, and will furnish the required **test reports** and details of the models specified: Shut Off-Head (meters), Dynamic-Head (meters),Water output (Liters per day), No. of stages in the model, diameter of each stage of the respective model, Diameter of the discharge pipe (in inches) to JREDA and the concerned JREDA at thetime of signing of agreement with JREDA for supply of such pumps.

Table

The details of the different models which are to be supplied by the firm:

S. No.	Type/Category of the pump	Model No. as per MNRE Specification, to be supplied by the firm

I, ……., on behalf of M/s……. (Name of the Bidder) am aware, without any doubt, that any deviation of the above information with the information provided to JREDA/JREDA at the time of signing of agreement would invite penalties suchas forfeiture of EMD by JREDA and/or blacklisting of firm for the period of 5 years from the date ofthe issue of the Notice for the blacklisting.
Thanking you,

We remain,

Yours faithfully,
Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Annexure - A

TECHNICAL SPECIFICATIONS OF SOLAR WATER PUMPING SYSTEM

Attached separately to the RfS

Annexure - B

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING

GENERAL

The Special Instructions (for e-Tendering) supplement 'Instructions to Bidders', as given in these RfS Documents. Submission of Online Bids is mandatory for this RfS.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *Jharkhand Renewable Energy Development Agency (JREDA)* has adopted a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the e-tendering portal of M/s Electronic Tender.com (India) Pvt. Limited ***https://www.jharkhandtenders.gov.in*** through JHARKHAND E-PROCUREMENT. This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System
Single Stage Two Envelope

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Class III Digital Signing Certificate (DSC).
2. Register on Electronic Tender System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
   a) Query to JREDA (Optional)
   b) View response to queries posted by JREDA
8. Bid-Submission on ETS
9. Respond to JREDA Post-TOE queries

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer ***http://www.cca.gov.in***].

Registration

To use the Electronic Tender® portal ***https://www.jharkhandtenders.gov.in***, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/ portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact JHARKHAND E-PROCUREMENT Helpdesk (as given below), to get your registration accepted/ activated.

Important Note:

1. Interested bidders have to download official copy of the RfS & other documents after login into the e-tendering Portal of JHARKHAND E-PROCUREMENT ***https://www.jharkhandtenders.gov.in***. If the official copy of the documents is not downloaded from e-tendering Portal of JHARKHAND E-PROCUREMENT within the specified period of downloading of RfS and other documents, bidder will not be able to participate in the tender.

2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

   Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

JHARKHAND E-PROCUREMENT/ **Helpdesk**	
Telephone/ Mobile	*Customer Support: +91 0120-4711 508, 0120-4001 002, 0120-4001 005, 0120-6277 787* *(From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)*
Email-ID	*support-eproc(at)nic(dot)in*

Some Bidding Related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts
  - Envelope I (Technical-Bid)
  - Envelope II (Financial-Bid)
- *Submission of digitally signed copy of Tender Documents/ Addendum*

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause 21 of the RfS, failing which the technical bids will not be opened.

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

Internet Connectivity

If bidders are unable to access JHARKHAND E-PROCUREMENT's e-tender portal or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/ 443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/ Broad and internet connectivity without Proxy settings is another option

SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted® functionality, the contents of both the 'Electronic Forms®'and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid- encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel ofe-tendering service provider.

CAUTION: All bidders must fill Electronic Forms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the Electronic Forms® and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the Electronic Forms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the Electronic Forms®, the TOE officer may make available for downloading the correspondingMain-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the Electronic Forms® and the 'Main-Bid', the contents of the Electronic Forms® shall prevail.**

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by JREDA.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to JREDA in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-Tendering Server/ Portal.

OTHER INSTRUCTIONS

For further instructions, the vendor should visit the home-page of the portal ***https:// www.jharkhandtenders.gov.in***, and go to the **User-Guidance Center**

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register/ First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically, for Supplier organizations, the following **'SEVEN KEY INSTRUCTIONS for BIDDERS'** must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on Jharkhand E-procurement.
2. Register your organization on Jharkhand E-procurement well in advance of the important deadlines for your first tender on Jharkhand E-procurement viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization

3. Get your organization's concerned executives trained on Jharkhand E-procurement well in advance of your firsttender submission deadline on Jharkhand E-procurement.

4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

5. Submit your bids well in advance of tender submission deadline on Jharkhand E-procurement (There could belast minute problems due to internet timeout, breakdown, etc.)

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, JREDA may ask for re-submission/ clarification for correct pass-phrase. If bidder fails to submit correct pass-phrase immediately as requested by JREDA, the Bid Processing Fee and Document Fee, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. Norequest on this account shall be entertained by JREDA.

7. Jharkhand E-procurement will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'.For the purpose of record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of* Jharkhand E-procurement*, the fourth, fifth, sixth and seventh instructions are relevant at all times.