



OFFICE OF THE ROURKELA MUNICIPAL CORPORATION
UDITNAGAR, ROURKELA, ODISHA-769012
E-mail ID: rourkelamunicipality@gmail.com

RFP No. **7850**

Date: **05/04/23**

RFP for Solarization and power back up systems of various facilities under the management of Rourkela Municipal Corporation, Rourkela

Rourkela Municipal Corporation (RMC) Invites Request for Proposal (RFP) from Intending Agency/ Company/ Firm for Solarization and power back up systems of various facilities under the management of Rourkela Municipal Corporation, Rourkela.

The RFP is to be submitted in closed covers and addressed to the Commissioner, Rourkela Municipal Corporation, Uditnagar, Rourkela, Dist.- Sundargarh (Odisha), PIN-769012 on or before **17.07.2023** through Speed Post/ Regd. Post/ Courier or by Hand.

The complete RFP document can download from the RMC website (www.rmc.nic.in) from onwards.

RMC reserves the right to reject any or all the RFP without assigning any reason thereof.

Memo No. **7851**

Date: **05/07/23**

Commissioner
Rourkela Municipal Corporation

Copy to Notice Board of RMC for wide publicity of advertisement through office notice board and MIS, RMC for uploading of the tender document in the RMC website.

Memo No. **7852**

Date: **05/07/23**

Commissioner
Rourkela Municipal Corporation

Copy to Director, I&PR Dept., Govt. of Odisha, Bhubaneswar for information and requested to publish the copy of above-mentioned notice in One highly circulated Odia daily newspaper (all editions), One highly circulated English Daily newspaper (in all India Edition) and one highly circulated Hindi Daily newspaper (in all India Edition) on **07.07.23**. The font size should be 8 Points and rate should be as per I&PR.

Commissioner
Rourkela Municipal Corporation



OFFICE OF THE ROURKELA MUNICIPAL CORPORATION
UDITNAGAR, ROURKELA, ODISHA-769012
E-mail ID: rourkelamunicipality@gmail.com

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Sd/-
Commissioner
Rourkela Municipal Corporation



Rourkela Municipal Corporation

Request for Proposal

for

**Supply, Installation, Commissioning, 5 years
Maintenance of on-grid solar PV roof top systems and
power back up systems at various facilities under
Rourkela Municipal Corporation**

RFP No. 7850

Date: 05.07.2023

Issue of RFP Documents: 06.07.2023

Last date & time for submission of the RFP: 17.07.2023 Up to 01.00 PM

**Office of the Commissioner Rourkela Municipal Corporation Udit
Nagar, Rourkela**

Dist. - Sundargarh (Odisha)

Pin-769012

Website: www.rmc.nic.in

Email Id: rourkelamunicipality@gmail.com

SCHEDULE OF RFP PROCESS

Rourkela Municipal Corporation would endeavor to adhere to the following schedule from the date of issue of notification during the Process:

Events	Date
RFP Publish date	06.07.2023
Last date & Time for submission of the RFP	17.07.2023 up to 01.00 PM
Last date for receiving queries through E-mail ID only: rourkelamunicipality@gmail.com	13.07.2023
Pre-Proposal Conference & Venue	15.07.2023 at 11.30 AM at Council hall of Rourkela Municipal Corporation, Udit Nagar, Rourkela-769012
Opening of Technical Bids	17.07.2023 at 4 PM at the Council hall of Rourkela Municipal Corporation, Udit Nagar, Rourkela – 769012
Opening of Financial Bids	To be intimated by RMC
Address for communication	The Commissioner Rourkela Municipal Corporation Udit Nagar, Rourkela Dist.- Sundargarh (Odisha) Pin-769012

- 1) If any date specified herein is a holiday, then the next working day will be considered for the activity and the time will remain the same.
- 2) The Schedule indicated above is tentative and RMC may change any or the entire schedule under intimation to all bidders through the website of RMC only.
- 3) Any Corrigendum / Addendum with regard to this RFP will only be published through the website of RMC, i.e. www.rmc.nic.in

**Sd/-
Commissioner
Rourkela Municipal Corporation**

Request for Proposal (RFP) for Supply, Installation, Commissioning, 5 years Maintenance of on-grid solar PV roof top systems and power back up systems at various facilities under Rourkela Municipal Corporation

1. Though adequate care has been taken while preparing this RFP, the Bidder shall satisfy himself/itself on receipt of the RFP document, that the RFP document is complete in all respects.
2. Rourkela Municipal Corporation may modify, amend or supplement this RFP document. Further, this RFP does not constitute a binding offer by the RMC nor does it constitute a contract. This RFP may be withdrawn or cancelled by the RMC at any time without assigning any reasons thereof. It may also be noted that the RFP and/or the Agreements and other documents issued along with this RFP may be modified/amended.
3. While this RFP has been prepared in good faith, neither RMC nor its employees or advisors/consultants 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 contained herein, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused to the Bidder by any act or omission on their part.
4. By bidding for this RFP, the bidders and each member of a Consortium (collectively referred to as "Covenanter"), shall be deemed to have confirmed that they are satisfied with the process of evaluation of the EoI by the RMC and its decision regarding the qualification or disqualification or short listing of the Bidders. The Covenanter hereby expressly waives any and all objections or claims in respect thereof.

**Sd/-
Commissioner
Rourkela Municipal Corporation**

Eligible agencies are invited to submit their Proposals for supply, installation, commissioning, 5 years maintenance of on-grid solar PV roof top systems and power back up systems at various designated facilities under Rourkela Municipal Corporation. The scope of work supply of Photo-Voltaic solar modules, inverters, the balance of systems including cables, switches/ Circuit Breakers/ Connectors/ Junction Boxes, mounting structure, earthing , Lightning Arrestor, meters including net meter, local connectivity, power back up inverters and BESS , civil works, foundations etc and transportation, installation, testing and commissioning of the RTS plants, providing insurance, the capital cost of online monitoring, comprehensive maintenance for 5 years and remittance of applicable fees & taxes

1. Background

To promote clean and green energy and cut down on use of conventional means of energy, Rourkela Municipal Corporation has invited proposals for setting up On-grid Rooftop Solar Power System (RSPS) and power backup systems along with Comprehensive Maintenance for Five (5) years at various facilities under Rourkela Municipal Corporation on Turn-key basis.

The objective of the bidding process is to select a Successful Bidder for Supply, Installation, Testing and Commissioning of On-grid Rooftop Solar Power System (RSPS) and power backup systems along with Comprehensive Maintenance for Five (5) years at various facilities under Rourkela Municipal Corporation as per the terms of this RFP and as per scope of work mentioned herein. The Selected Bidder shall be responsible for undertaking the procurement, installation, commissioning and 5 years maintenance of the systems as per the terms & conditions of the RFP Documents including Agreements emanating from the RFP.

The bidder shall prepare the Comprehensive Project Report and submit the same to demonstrate its competency in the field along with the Technical Bid. The Bidders shall not include any financial information in this proposal. This report should contain only Technical and regulatory due diligence in respect of the project proponent.

2. Request for Proposal

The Authority issues RFP document and invites sealed proposal for setting up Rooftop Solar Power System (RSPS) and power back up systems along with Comprehensive Maintenance for Five (5) years at various facilities under Rourkela Municipal Corporation. The Authority intends to select the bidder through a transparent competitive bidding process in accordance with the procedure set out herein.

3. Due diligence by Bidders

Bidders are encouraged to inform themselves fully about the Assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project sites, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified herein

Cost of RFP Document

The cost of this RFP document which is payable in the form of a demand draft for an amount of Rs. 11,800/- including GST (Rupees Eleven Thousand only) drawn from any Scheduled/ Nationalized Bank in India in favour of Commissioner, Rourkela Municipal Corporation and payable at Rourkela. The document fee which is non-refundable needs to be submitted along with the proposal.

a) Validity of Proposal

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date.

b) Brief description of the Selection Process

The Authority has adopted a Single Stage – Two Rounds selection process (collectively the “Selection Process”) in evaluating the Proposals comprising technical and financial bids to be submitted in two separate sealed envelopes. In the first stage, a technical evaluation will be carried out as specified in the RFP. Based on this technical evaluation, a list of short-listed Bidders shall be prepared and the financial bid of only qualified bidders shall be evaluated.

c) Pre-proposal visit and inspection of data

Prospective Bidders may visit the office of the Authority and the Project site and review the available documents and data at any time prior to Proposal due date. For this purpose, they will provide at least two days’ notice to the Nodal Officer specified below:

Sri Sudhansu Kumar Bhoi,
Dy. Commissioner, Rourkela Municipal Corporation
Udit Nagar, Rourkela -769012
Mob: 9438067801

d) Pre-Proposal Conference

Pre-Proposal Conference of the Bidders shall be convened at the designated date, time and place.

During the course of Pre-Proposal Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

Communications

All communications should be addressed to:

**The Commissioner,
Rourkela Municipal Corporation,
Udit Nagar, Rourkela
Dist.- Sundargarh, Odisha
PIN- 769012
Email: rourkelamunicipality@gmail.com**

e) Submission address for Bids

The bids should be submitted through Speed Post/ Registered Post/Courier or By Hand as per schedule to:

**The Commissioner,
Rourkela Municipal Corporation,
Udit Nagar, Rourkela
Dist.- Sundargarh, Odisha
PIN- 769012**

Envelopes should contain the following information to be marked at the top in bold letters: **"REQUEST FOR PROPOSAL FOR SETTING UP ON-GRID ROOFTOP SOLAR POWER SYSTEM (RSPS) AND POWER BACKUP SYSTEMS ALONG WITH COMPREHENSIVE MAINTENANCE FOR FIVE (5) YEARS AT VARIOUS FACILITIES UNDER ROURKELA MUNICIPAL CORPORATION."**

4. Information to bidders

Bidders are advised that the selection of bidder shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.

The Bidder shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Annexure – 1 to 09 and the Financial Proposal shall be submitted in the form at Annexure – 10. Upon selection, the Bidder shall be required to enter into an Agreement with the Authority.

5. Number of Proposals

No bidder shall submit more than one proposal against this RFP. Any bidder submitting more than one proposal shall be disqualified automatically.

6. Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

7. Earnest Money Deposit / Bid Security

The proposal should be accompanied by a Bid Security/Earnest Money Deposit of Rs. 1,00,000/- (Rupees One Lakh only). The Bid Security/EMD shall be kept valid throughout the period of 180 (one hundred and eighty) days and 45 days beyond the Proposal Validity Period including any extensions thereto and would be required to be extended further if so required by Authority. Any extension of the validity of the Bid Security/EMD as requested by Authority shall be provided within 7 (seven calendar) days prior to the expiry of the validity of the Bid Security/EMD, being extended. When an extension of the Bid Validity Period is requested, Bidders shall not be permitted to change the terms and conditions of their Bids. RMC reserves the right to reject the bid submitted by any Bidder who fails to extend the validity of the Bid Security/EMD in line with the provisions of this clause.

The Bid Security/ EMD shall be in the form of a Demand Draft or Bank Guarantee issued by a Nationalized/Scheduled Bank drawn in favour of the Commissioner, Rourkela Municipal Corporation, payable at Rourkela as per the specified format herein. RMC shall not be liable to pay any interest on the Bid Security/EMD so made and the same shall be interest free.

The Bid Security will be returned as promptly as possible to all the unsuccessful Bidders without any interest. The Bid Security of Selected Bidder will be returned, without any interest, upon the Selected Bidder signing the Agreement and providing the Performance Security in accordance with the provisions of the Agreement. In addition to the above, RMC will within 60 days release all Bid Securities in the event RMC decides to terminate the bidding proceedings or abandon the Project.

RMC shall reject the bid which does not include the Bid Security/ EMD as a part of Technical Bid. RMC shall reject the bid, if the bid submitted by the Bidder is declared non-responsive/ non-qualified/conditional by RMC; or if the bid is not as per the Format(s) provided in the RFP document. The entire Bid Security/EMD shall be forfeited in the following cases:

- If the Bidder withdraws its bid;
- If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the validity period of the bid;
- If the Selected Bidder fails to submit the Performance Bank Guarantee(s) in favor of RMC or fails to sign the Agreement within the stipulated timeframe.

- If the Selected Bidder fails to meet any other pre-requisite for signing of Agreement as per the terms of this RFP

8. Visit to the Authority and verification of information

Bidders are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

9. Acknowledgement by Bidder

It shall be deemed that by submitting the Proposal, the Bidder has:

- Made a complete and careful examination of the RFP;
- Received all relevant information requested from the Authority;
- Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred herein the RFP;
- Satisfied itself about all matters, things and information, including matters referred to the RFP, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- Acknowledged that it does not have a Conflict of Interest; and
- Agreed to be bound by the undertaking provided by it under and in terms hereof.
- The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

10. Right to reject any or all Proposals

- Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- Without prejudice set in the Clauses of RFP, the Authority reserves the right to reject any Proposal if:
 - ✓ At any time, a material misrepresentation is made or discovered, or
 - ✓ The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

- c) Misrepresentation/ improper response by the Bidder may lead to the disqualification. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.
- d) The Bid is not accompanied by documents and annexure required to be submitted in accordance with the RFP document; or
- e) Failure to comply with the requirements of this RFP document; or
- f) Any Bid that is received after the Proposal Due Date; or
- g) Any bid that is not accompanied by the requisite bid processing Fee and/or Earnest Money Deposit.

11. Clarifications

- a) Bidders requiring any clarification on the RFP may send their queries to the Authority in writing through email (rourkelamunicipality@gmail.com) only, before the date mentioned in the Schedule of RFP Process given herein.
- b) The responses will be addressed during pre-proposal meeting.
- c) The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging the Authority to respond to any question or to provide any clarification.

12. Amendment of RFP

- a) At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by the prospective bidders, modify the RFP document by the issuance of Addendum/ Corrigendum through the RMC website (www.rmc.nic.in) only.
- b) In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal due date.

13. Proposal Due Date

Proposal should be submitted on or before the proposal due date specified at Schedule of RFP process at the address specified herein in the manner and form as detailed in this RFP.

14. Late Proposals

Proposals received by the Authority after the specified time and date shall not be eligible for consideration and shall be summarily rejected.

15. Modification/ Substitution/ withdrawal of Proposal

The Bidders are not allowed for any modification, substitution, or withdrawal of its Proposal after submission.

16. Performance Security

The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Performance Security, if available, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- ✓ If the bidder engages in any of the Prohibited Practices specified in this RFP;
- ✓ If the Bidder is found to have a Conflict of Interest as specified herein; and
- ✓ If the selected Bidder commits a breach of the Agreement.

17. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

18. Clarifications

- a) To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be through email only.
- b) If the Bidder does not provide clarifications within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

19. Indemnity

The successful Bidder shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not less than 3 (three) times the value of the Agreement, for any direct or indirect loss or damage that is caused due to any deficiency in Services.

20. Letter of Award

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest quoted Bidder may be considered with negotiation of L1 price.

21. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period as agreed between the Authority and Selected Bidder. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

22. Commencement of Assignment

The Selected Bidder shall commence the Assignment within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Successful Bidder fails to either sign the Agreement or commence the assignment as specified herein, the Authority may invite the second ranked Bidder for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

23. Fraud and corrupt practices

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

- b) Without prejudice to the rights of the Authority and the rights and remedies which the Authority may have under the LOA or the Agreement, if the Bidder or Successful Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Successful Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Successful Bidder, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c) For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
- d) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- e) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- f) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the

objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

24. Non-Discriminatory and Transparent Bidding Proceedings

RMC shall ensure that the rules for the bidding proceedings for the Project are applied in a non-discriminatory, transparent and objective manner. RMC shall not provide to any Bidder information with regard to the Project or the bidding proceedings, which may have the effect of restricting competition.

25. Miscellaneous

- a) The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Rourkela shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Selection Process.
- b) The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - ☐ suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - ☐ consult with any Bidder in order to receive clarification or further information;
 - ☐ retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
 - ☐ Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- d) Unless otherwise specified, the RFP Document shall mean the complete set of documents along with all Annexure and subsequent Addendum/Corrigendum, if any.
- e) Authority reserves the rights to accept/ reject any or all Bids without assigning any reason thereof.
- f) Further, the hard copy of the complete proposal must be submitted with all pages numbered serially, along with an index of submissions,

Bid Processing Fee and Bid Security/EMD. **The Bid Processing Fee & Bid Security/ EMD shall be submitted in the envelope containing the Technical Bid.** The Bidders are required to submit all details only as enumerated in the tender. In the event of any of the instructions mentioned herein not being adhered to, the Authority shall have the right to reject the Bid at any stage.

- g) All documents and other information supplied by the Authority or submitted by the Bidder shall remain or become, as the case may be, the property of the Authority.
- h) The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential. The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.
- i) The bidder is expected to estimate the unit power generation by solar PV systems at each specific site through historic solar radiation data/ using simulation software like PV Cyst or PV Sol and others, acquaint themselves of the clearances required (if any) for installation from State/Central Pollution Control Boards and other State or Central Departments, the local conditions and is free to carry out further investigations as may suit him for the purpose of understanding the Project and submitting Bid.
- j) The Selected Bidder would ensure compliance of all the applicable laws, rules, legislations and guidelines required to be met for the Project. Any default to the compliance requirements would be default on part of the Selected Bidder and could lead to termination of the agreement.
- k) The confirmation and cross checking of the details provided shall be sole responsibility of the Bidders and the Authority and/or any of its officers/representatives shall not be held responsible for the same in any manner whatsoever.

27 Broad Scope of Work

- A. **Name of the Work:** Solarization and power back up systems of various facilities under the management of Rourkela Municipal Corporation, Rourkela
- B. **Brief Description of Work:** UPHCs, UCHCs and other facilities under Rourkela Municipal Corporation have grid-connected power supplies and diesel generators as backup power sources. Proposed on-grid solar systems will be installed on top of the designated UPHC/UCHC. There will be a conventional inverter and battery to provide backup in case of a power outage.

- C. **Project Objective:** The prime objective of the project is to achieve clean and green Rourkela under Renewable energy integration for decarbonization of cities. The overall objective of the project is to set up solar PV roof top system in order to meet the electricity demands. This will reduce the greenhouse gases emission (GHGs) caused by power generation from non-renewable sources such as coal and diesel. Furthermore, the objective is also to provide uninterrupted power supply to critical loads within the facilities under Rourkela Municipal Corporation.
- D. **Scope of Work:** The work includes the supply of Photo-voltaic solar modules, inverters, the balance of systems including cables, switches/ Circuit Breakers/ Connectors/ Junction Boxes, mounting structure, earthing, Lightning Arrestor, meters including net meter, local connectivity, power back up units – inverters and battery units, civil works, foundations etc and transportation, installation, testing and commissioning of the RTS plants, providing insurance, the capital cost of online monitoring, comprehensive maintenance for 5 years and remittance of applicable fees & taxes.
- Some additional work includes:
- a. Safe storage space for system components.
 - b. Additional cabling and channeling as per site conditions
 - c. The testing, procurement and installation of a bi-directional net-meter and energy meter.
 - d. The payment of all necessary charges, government fees, insurance, taxes arising out of the installation of works, insurance of labors and regular clearance of rubbish, clearing up, leaving the site perfect and tidy on completion & any permission required for clearance and disposal of debris shall be taken up by the contractor.

E. Technical Specifications

As per the solar photovoltaic systems, devices, and Component Goods (Requirement for Compulsory Registration) order 2017 of MNRE, the PV module and inverter must also conform to the specified Bureau of Indian Standards.

E.1 Definition

A Grid Tied Solar Photo Voltaic (SPV) power plant consists of an SPV array, Module Mounting Structure, Power Conditioning Unit (PCU) consisting of Maximum Power Point Tracker (MPPT), Inverter, and Controls & Protections, interconnect cables and switches. PV Array is mounted on a suitable structure. Components and parts used in the SPV power plants including the PV modules, metallic structures, cables, junction box, switches, PCUs etc., should conform to the BIS or IEC.

A solar PV system shall consist of the following equipment/components.

- Solar PV modules consist of solar cells (Mono PERC Half cut) integrated with appropriate back sheet, glasses and EVC components.
- Grid interactive Power Conditioning Unit with Remote Monitoring System
- Mounting structures
- String Monitoring Units / Junction Boxes
- AC Distribution box
- Earthing and lightning protection.
- IR/UV protected PVC Cables, pipes, and accessories
- Net-Metering

The corresponding section illustrates the standards and specifications of various components used in the solar PV roof top system.

E.1.1.1 PV Module

- The PV modules must conform to the policy under Approved List of Module Manufacturers (ALMM) by Ministry of New and Renewable Energy (MNRE), GoI
- Modules should have an RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate but must be able to withstand harsh environmental conditions).
 - i. Name of the manufacturer of the PV module
 - ii. Name of the manufacturer of Solar Cells.
 - iii. Month & year of the manufacture (separate for solar cells and modules)
 - iv. Country of origin (separately for solar cells and module)
 - v. I-V curve for the module Wattage, I_m , V_m and FF for the module
 - vi. Unique Serial No and Model No of the module
 - vii. Date and year of obtaining the IEC PV module qualification certificate.
 - viii. Name of the test lab issuing IEC certificate.
 - ix. Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001.

Description	Standard
Crystalline silicon terrestrial photovoltaic modules-Design qualification and type approval.	IS14286/IEC61215
Photovoltaic module safety qualification-Requirement for construction/ Testing	IS/IEC: 61730 –part II
Photovoltaic module safety qualification-Requirement for testing	IS/ IEC: 61730 –part II
Salt mist corrosion test of the module	IS/IEC 61701

PV modules used in solar power plants must be warranted for output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.

E.1.2 Module Mounting Structure

- a) Hot-dip galvanized MS/Aluminum mounting structures shall be used for mounting the modules/ panels/arrays. Each structure must have an angle of inclination as per the site conditions to receive maximum solar insolation and generate maximum power output.
- c) The Mounting structure must be non-invasive Ballast type and any sort of penetration of the roof to be avoided.
- d) The design details are as follows Photovoltaic arrays must be mounted on a stable, durable structure that can support the array and withstand wind, rain, and other adverse conditions.
- e) The module mounting structures shall have adequate strength and appropriate design suitable to the locations, which can withstand the wind velocities up to 160kmph.

Description	Standard
Structure material	Galvanized Iron
Bolts, Nuts, fasteners, panel mounting clamps	Stainless Steel
Access for panel cleaning and maintenance	Panel top and bottom shall be accessible for cleaning and from the bottom for access to the module junction box
Module Tilt angle	The fixed tilt angle of 10-15 degrees (depending on location) facing true South. However, these may be changed as per the site requirement.

E.1.3 Junction Boxes (JBs):

The junction boxes are to be provided in the PV array for the termination of connecting cables. The Junction Boxes (JBs) shall be made of GRP/FRP/with full dust, water & vermin-proof arrangement. All wires/cables must be terminated through cable lugs. The JBs shall be such that input & output termination can be made through suitable cable glands.

E.1.4 Solar Inverter

The inverter must be highly efficient. The inverter should be based on MPPT design. Inverters would display its own parameters. Beyond the maximum load, the inverters must have provision of auto-trip. The inverter should follow

the following standards.

Description	Standard
Safety of PCU	IS 16221-Part2
Utility-Interconnected of PCU – Islanding Prevention Measures	IS 16169/ IEC 62116
Protection against unintentional islanding	IEC 16169
Measuring efficiency	IS/IEC 61683
Environmental testing (Cold)	IEC 60068-2-1
Environmental testing – (Dry Heat)	IEC 60068-2-2
Environmental testing – Part 2-78: Tests – Test Cab: Damp heat, steady state	IEC 60068-2-78
Limits for harmonic current emissions (equipment input current ≤ 16 A per phase)	IEC 61000-3-2
Limitation of voltage changes, voltage fluctuations and flicker in public low-voltage supply systems, for equipment with rated current ≤ 16 A per phase and not subject to conditional connection	IEC 61000-3-3
Limitation of voltage changes, voltage fluctuations and flicker in public low-voltage supply systems – Equipment with rated current ≤ 75 A and subject to conditional Connection	IEC 61000-3-11
Limits for harmonic currents produced by equipment connected to public low-voltage systems with input current > 16 A and ≤ 75 as per Phase	IEC 61000-3-12
Voltage fluctuations and flicker in low- voltage for equipment with rated current greater than 75 A	IEC 61000-3-5
inverters connecting to the utility system at Medium Voltage	IEC 61000-3-7

E.1.5 Distribution Board (DB)

AC DISTRIBUTION PANELBOARD:

- i. AC Distribution Panel Board (DPB) shall control the AC power from PCU/ inverter and should have necessary over current & surge protection.
- ii. All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS60947 part I, II and III.
- iii. All the Panels should be metal clad, totally enclosed, rigid, wall/floor mounted, air-insulated, cubical type suitable for operation on three-phase / single phase, 415 or 230 volts, 50 Hz.

E.1.6 Cables

All cables of appropriate size to be used in the system shall have the

following characteristic:

- Shall conform to IEC 60227 / IS 694 & IEC 60502 / IS 1554 standards.
- Excellent resistance to heat, cold, water, oil, abrasion, UV radiation
- Cable sizes should be as per the current and voltage ratings
- All cables should run in suitable conduits. No wires should be exposed to sunlight.

E.1.7 Lightning Protection and Earthing System

- a) The SPV power plant should be provided with lightning and over-voltage protection.
- b) The entire space-occupying SPV array shall be suitably protected against lightning by deploying the required number of lightning arresters. Lightning protection should be provided as per IEC 62305.
- c) The protection against induced high voltages shall be provided by the use of surge protection devices (SPDs) and the earthing terminal of the SPD shall be connected to the earth through the earthing system.
- d) Earthing System shall connect all non-current carrying metal receptacles, electrical boxes, appliance frames, chassis and PV module mounting structures in one long run.

E.1.8 Net meters and Generation meters

Three Phase Meter:

- Three Phase Four wire, 3x240VAC, 20-100Amps ISI marked Direct current operated bidirectional Energy Meter, DLMS Cat B having calibration LED, Battery backup, AMR compliance & front sealing facility to be used as NET meter for less than 20KW LT consumer with Accuracy: 1.0.
- Three Phase Four wire, 3 x 240VAC, 20-100Amps ISI marked Direct current operated Energy Meter, DLMS Cat C having calibration LED, Battery backup, AMR compliance & front sealing facility to be used as generation meter up to 20KW with Accuracy : 1.0.
- The net-meter and energy meter must be tested in the Standard testing Laboratory as per the state net-metering policies.
- GPRS/GSM Modem with connecting cable & antenna for running smoothly up to 5 year for AMR facility.

E.1.8 Inverters and Battery for power back up system

A. Inverter:

- The inverter must be a make of reputed brand with all the necessary BIS and ISO certifications.
- All the necessary loads must be segregated to the inverter.

B. Battery

- The battery must be a make of a reputed brand with all the necessary BIS and ISO certifications
- The Battery should not be manufactured six months earlier

than the date of supply.

- Lead acid type battery to be used.

E.2.0 Warranties

A. PV Module

a. *Material Warranty:*

- The manufacturer should warrant the Solar Modules to be free from the defects and/or failures specified below for a period not less than ten (10) years from the date of sale.
- Defects and/or failures due to manufacturing.
- Non conformity to specifications due to faulty manufacturing and/or inspection processes.

b. *Performance Warranty:*

- PV modules used in grid power plants must be warranted for output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.

B. Solar Inverter

The manufacturer should warrant a minimum of 10 years for the solar inverter.

C. The supplier should provide a 5 year warranty for the system and components or parts of the system.

D. Uninterrupted power supply

a. *Inverter:*

The manufacturer should provide a 5 year warranty for the inverter.

b. *Battery:*

The manufacturer should provide a minimum 4 year warranty for the battery.

***All the documents relating to the components needs to be handed over before installation of systems.**

3 Site details

3.1 Site-1 UPHC Chhend



Image of site



Image of site

3.1.1 Site Suitability

Parameter	Characteristics
Basic data	
Shadow-free area in South facing direction (sq. ft.)	1400
Grid Access – Connection Type	3-phase LT connection
Sanctioned Load (kW)	17
Access to roof	Yes, stairs are available through the existing buildings.
Load Requirements	
Average units (kWh) per month	1300
PV sizing as per consumption (kW)	10
PV sizing as per free roof space (kW)	20
Required system	
System Size (kW)	10
Each Panel size (Wp)	540
Solar Inverter size (KVA)	> 10
Ancillary requirements	
Conventional Inverter size (kVA)	3.5
Battery specification	200Ah - 12V
Battery Size (nos)	4 nos (200Ah-12V)
Module mounting structure type	Roof-mounted ballast structure

3.2 Site-2 UPHC Mahatab road



Image of site



Image of site

3.2.1 Site Suitability

Parameter	Characteristics
Basic data	
Shadow-free area in South facing direction (sq. ft.)	2000
Grid Access – Connection Type	3-phase LT connection
Sanctioned Load (KW)	17
Access to roof	Yes, stairs are available through the existing buildings.
Load Requirements	
Average units per month	1500
PV sizing as per consumption (kW)	12
PV sizing as per free roof space (kW)	25
Preferred system	
System Size (kW)	12
Each Panel size (Wp)	540
Solar Inverter size (KVA)	>12
Ancillary requirements	
Conventional Inverter size (kVA)	4
Battery specification	200Ah - 12V
Battery Size (nos)	6 nos (200Ah-12V)
Module mounting structure type	Roof-mounted ballast structure

3.3 Site-3 Sector 6



Image of site



Image of site

3.3.1 Site Suitability

Parameter	Characteristics
Basic data	
Shadow-free area in South facing direction (sq. ft.)	1500
Grid Access – Connection Type	3-phase LT connection
Sanctioned Load (kW)	10
Access to roof	Yes, stairs are available through the existing buildings.
Load Requirements	
Average units(kWh) per month	2200
PV sizing as per consumption (kW)	17
PV sizing as per free roof space (kW)	20
Preferred system	
System Size (kW)	17
Each Panel size (Wp)	540
Solar Inverter size (KVA)	>17
Recommendation : As per the site, the requirement is 17kW but the sanctioned load is 10kW. So, to increase the system size, the sanctioned load should be increased from 10kW to 20kW.	
Ancillary requirements	
Conventional Inverter size (kVA)	3.5
Battery specification	200Ah - 12V
Battery Size (nos)	4 nos (200Ah-12V)
Module mounting structure type	Roof-mounted ballast structure

3.4 Site-4 UCHC Panposh



Image of site



Image of site

3.4.1 Site Suitability

Parameter	Characteristics
Basic data	
Shadow-free area in South facing direction (sq. ft.)	4000
Grid Access – Connection Type	3-phase LT connection
Sanctioned Load (kW)	20
Access to roof	Yes, stairs are available through the existing buildings.
Load Requirements	
Average units(kWh) per month	2200
PV sizing as per consumption (kW)	17
PV sizing as per free roof space (kW)	55
Preferred system	
System Size (kW)	17
Each Panel size (Wp)	540
Solar Inverter size (KVA)	>17
Ancillary requirements	
Conventional Inverter size (kVA)	3.5
Battery specification	200Ah - 12V
Battery Size (nos)	4 nos (200Ah-12V)
Module mounting structure type	Roof-mounted ballast structure

3.5 Site-5 Sector 22



Image of the site

3.5.1 Site Suitability

Parameter	Characteristics
Basic data	
Shadow-free area in South facing direction (sq. ft.)	1300
Grid Access – Connection Type	3-phase LT connection
Sanctioned Load (kW)	17
Access to roof	No, the permanent ladder needs to be constructed and installed.
Load Requirements	
Average units(kWh) per month	1500
PV sizing as per consumption (kW)	12
PV sizing as per free roof space (kW)	15
Preferred system	
System Size (kW)	12
Each Panel size (Wp)	540
Solar Inverter size (KVA)	> 12
Ancillary requirements	
Conventional Inverter size (kVA)	4
Battery specification	200Ah - 12V
Battery Size (nos)	6 nos (200Ah-12V)
Module mounting structure type	Roof-mounted ballast structure

3.6 Site-6 UPHC Gopabandhupalli



Image of site



Image of site

3.6.1 Site Suitability

Parameter	Characteristics
Basic data	
Shadow-free area in South facing direction (sq. ft.)	2000
Grid Access – Connection Type	3-phase LT connection
Sanctioned Load (kW)	17
Access to roof	No, a permanent ladder needs to be constructed and installed.
Load Requirements	
Average units(kWh) per month	1500
PV sizing as per consumption (kW)	12
PV sizing as per free roof space (kW)	25
Preferred system	
System Size (kW)	12
Each Panel size (Wp)	540
Solar Inverter size (KVA)	>12
Ancillary requirements	
Conventional Inverter size (kVA)	4
Battery specification	200Ah - 12V
Battery Size (nos)	6 nos (200Ah-12V)
Module mounting structure type	Roof-mounted ballast structure

3.7 Site-7 UPHC Tilka Nagar



Image of site

3.7.1 Site Suitability

Parameter	Characteristics
Basic data	
Shadow-free area in South facing direction(sq. ft.)	500
Grid Access – Connection Type	3-phase LT connection
Sanctioned Load (kW)	17
Access to roof	No, a permanent ladder needs to be constructed and installed.
Load Requirements	
Average units(kWh) per month	1500
PV sizing as per consumption (kW)	12
PV sizing as per free roof space (kW)	8
Preferred system	
System Size (kW)	8
Panel size (Wp)	540
Solar Inverter size (KVA)	>8
Ancillary requirements	
Conventional Inverter size (kVA)	3.5
Battery specification	200Ah - 12V
Battery Size (nos)	4 nos (200Ah-12V)
Module mounting structure type	Roof-mounted ballast structure

3.8 Site-8 UPHC Basanti Colony



Image of site



Image of site

3.8.1 Site Suitability

Parameter	Characteristics
Basic data	
Shadow-free area in South facing direction (sq. ft.)	1000
Grid Access – Connection Type	3-phase LT connection
Sanctioned Load (kW)	17
Access to roof	Yes, stairs are available through the existing buildings.
Load Requirements	
Average units(kWh)	2200
PV sizing as per consumption (kW)	17
PV sizing as per free roof space (kW)	15
Preferred system	
System Size (kW)	15
Panel size (Wp)	540
Solar Inverter size (kVA)	≥15
Ancillary requirements	
Conventional Inverter size (kVA)	3.5
Battery specification	200Ah - 12V
Battery Size (nos)	4nos (200Ah-12V)
Module mounting structure type	Roof-mounted ballast structure

3.9 Site-9 Municipality building



Image of site

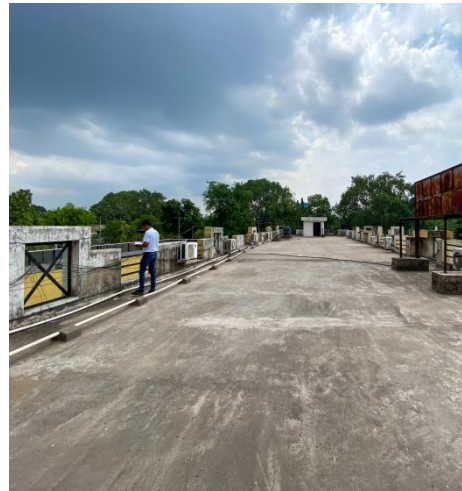


Image of site

3.9.1 Site Suitability

Parameter	Characteristics
Basic data	
Shadow-free area in South facing direction (sq. ft.)	3800
Grid Access – Connection Type	3-phase LT connection
Sanctioned Load (kW)	71
Access to roof	Yes, stairs are available through the existing buildings.
Generator connection to the load	Yes
Load Requirements	
Average units(kWh)	10600
PV sizing as per consumption (kW)	83
PV sizing as per free roof space (kW)	50
Preferred system	
<u>Solar Roof Top</u>	
System Size (kW)	50
Panel size (Wp)	540
Solar Inverter size (kVA)	> 50
Module mounting structure type	Roof-mounted ballast structure
<u>Recommendation</u>	
As per the site, the requirement is 83kW but the available area can accommodate only 50kW. So to accommodate higher system capacity, structures like a solar tree can be used. We recommend 2 solar trees of 4kW capacity with necessary separate components.	
<u>Specification of one Solar Tree</u>	
System Size (KW)	4
Panel Size	540
Inverter Size (KVA)	>4
Module mounting structure type	Structure column, Tree beam, Tree branches with tubular steel

4 Preferred brands of supplies

All the suppliers should be empanelled in the Approved list of manufacturers and suppliers published by the Ministry of New and Renewable India (MNRE), given below are some of the major suppliers with empanelment with MNRE:

Table: PV Module Suppliers

Sr. No.	Supplier	Website
1	Tata Power Solar	https://www.tatapowersolar.com/
2	Waree Solar	https://www.waaree.com/
3	Adani Solar	https://www.adanisolar.com/

The following table contains a list of major PV inverter suppliers in India:

Table: Major PV Inverter Suppliers in India

Sr. No.	Manufacturer	Website
1	Growatt	https://www.ginverter.com/
2	Solis	https://www.ginlong.com/
3	Goodwee	https://en.goodwe.com/

The following table contains a list of 5 major cable suppliers in India:

Table: Major Cable Suppliers in India

Sr. No.	Manufacturer	Website
1	Polycab Wires Pvt Ltd.	https://polycab.com/
2	KEI Industries Ltd., Delhi	https://www.kei-ind.com/
3	Finolex Cables Ltd., Pune	https://finolex.com/
4	Siechem Cables	https://www.siechem.com/
5	Havells India Ltd., Noida	https://www.havells.com/

The following table contains a list of 3 major power backup suppliers in India:

Table: Power Back up Supply

Sr. No.	Manufacturer	Website
1	Luminous power technologies	https://www.luminousindia.com/
2	Exide Industries	https://www.exideindustries.com/
3	Livguard Energy Technologies private Ltd.	https://www.livguard.com/

5 Abstract

The On grid solarization and UPS system for various facilities under Rourkela Municipal Corporation is mentioned below:

#	Site Name	Contract Load (kW)	Solar PV sizing (kW)	Solar Inverter sizing (kVA)	Back-up Inverter sizing (KVA)	Battery Back-up Energy Storage
1	Chhend	17	10	>10	3.5	4 nos (200Ah-12V)
2	Mahatab Road	17	12	>12	4	6 nos (200Ah-12V)
3	Sector-6	10 (to be enhanced to 15)	17	>17	3.5	4 nos (200Ah-12V)
4	Panposh	20	17	>17	3.5	4 nos (200Ah-12V)
5	Sector-22	17	12	>12	4	6 nos (200Ah-12V)
6	Gopabandhu Pali	17	12	>12	4	6 nos (200Ah-12V)
7	Tilka Nagar	17	8	>8	3.5	4 nos (200Ah-12V)
8	Basanti Colony	17	15	>15	3.5	4 nos (200Ah-12V)
9.1	RMC (roof top solar)	71	50	>50	-	-
9.2	RMC (Solar tree)		8	>8		
			161			

Tasks during Supply, installation and commissioning Period (2 months)

- ❖ The agency is responsible for Procurement of materials.
- ❖ The agency must set up necessary infrastructure including permanent ladder, clearing of tree branches, mounting structures etc.
- ❖ The Agency must obtain necessary statutory clearances/permissions.
- ❖ The technology suggested/offered shall follow all applicable standards.
- ❖ The Agency shall be responsible for installing and commissioning the roof-top solar system.
- ❖ The agency shall be responsible for getting clearances from the various stakeholders associated with the project.
- ❖ The agency shall carryout necessary testing of meters (net meters and generation meters) in appropriate testing laboratories.
- ❖ The agency shall be responsible for coordinating with RMC and TPWODL (TP Western Odisha Distribution Limited) for utilization of produced power and net-metering to the grid.
- ❖ The work shall have to be executed in accordance with the line diagram (prepared by Contractor) and approved by the competent authority of RMC and shall have to meet high standards of workmanship, safety and security.

Tasks Post Commissioning Period (5years)

- ❖ The bidder should provide preventive and predictive maintenance twice a year for a period of 5 years.
- ❖ The bidder shall identify and rectify any breakdowns and conduct troubleshooting of equipment's within 36 hours after reporting.
- ❖ Maintain the process, plant and machinery for the entire contract period as per agreed terms and conditions.
- ❖ Construction and manufacturing defects during defect liability period shall be attended by the contractor at his own cost.
- ❖ The rate offered by the Contractor should be inclusive of all charges, the cost of materials required for rectification of breakdowns.
- ❖ Tools and tackles required for operation and maintenance should be provided by the contractor.
- ❖ Maintenance of records (as per the input and output logs observed by the contractor) and printing of stationary will be the sole responsibility of the contractor. The records should be maintained as per the approved formats.
- ❖ The maintenance contract covered by this agreement shall be for 5 years.
- ❖ The Maintenance contract is extendable for further period as per site requirement with mutual consent of both parties.

The job of maintenance shall include the following in each visit:

- ❖ Use of any tools or plants for maintenance of solar PV system and power back up units.
- ❖ Tightening of foundation bolts, preventing rusting, wiring and equipment check should be done twice a year.
- ❖ The contractor shall produce certificates of qualifications and experience to the satisfaction of the Authority.

E. Project Requirements:

- a) The PV plant should produce minimum of 1300units of electricity per kW per year.
- b) Procurement, installation with necessary load segregation for the conventional inverter and battery systems should be done by the contractor.
- c) The Liasoning, procurement and installation of net-metering should be done by the contractor.
- d) Wiring should be of industrial standards with maintenance free components.
- e) Plant should be hygienic and should be designed aesthetically by utilizing optimum area above the ground.
- f) Bidder must ensure there should be an easy-to-read dashboard for RMC officials highlighting key parameters like electricity produced, wattage, total electricity produced etc. of the system.
- g) During the maintenance period, bidder should provide maintenance training at least for two persons of RMC.
- h) Bidder must mention about the requirement of water, electricity etc. and other requirement if any, for setting up the PV plant at various location.

26. Criteria for selection:

Organization

- a) Bidder should either be an OEM of solar PV module or approved channel partner of OEM.
- b) Bidder should have sufficient experience of handling time bound works of similar job nature
- c) Bidder should have experience of setting up of a least one project of 10 KW **or** two projects of 5KW each **and** should be successfully running
- d) Average annual turnover of bidder in last three completed financial years should not be less than 30 lacs. (FY 2020-21, FY 2021-22, FY 2022-23)
- e) In case of Joint Venture the bidders must have an average turnover of Rs 50 lacs in last three completed financial years (FY 2020-21, FY 2021-22, FY 2022-23)
- f) Organizational personnel to be mobilized at Rourkela Municipal Corporation site with details of site in charge & other technical staff and their experience are to be furnished along with technical bid.
- g) The bidder should also submit the single line diagram.

27. Special conditions of contract:

- a) The contractor has to abide by all fire and safety rules as per local laws. The Contractor shall strictly follow the existing work permits and fire permit systems.

- b) Contractor is to submit a time schedule before commencement of the job. The job is to be accomplished based on the mutually agreed time schedule.
- c) The contractor shall provide adequate supervision for the work, which shall not be less than a qualified experienced engineer. They must be well conversant with the work and safety requirements.
- d) The contractor shall ensure presence of at least one site in charge/supervisor in the area all the time for better control.
- e) List of skilled technicians, helpers, supervisors and documentary evidence of their qualification, experience, valid certificate etc. to be submitted to RMC before 1(one) week of starting of work.
- f) The contractor shall deploy adequate resources, tools and tackles etc. so as to suit the smooth functioning of works and shall submit the list of the equipment's he/she proposes to deploy with standardization.
- g) RMC will not make any extra payment for mobilization & demobilization of resources necessary for the job.
- h) Contractor is to bear the cost of to & fro travelling, local conveyance, lodging & boarding by their engineers, professionals and experts necessary for the job.
- i) Dumping of waste is not allowed.

28. Payment: RMC will pay the Installation and O&M for the plant as per the below Schedule of Payment as per the contract value finalized and subsequent contract agreement with the successful bidder

A. During Project Construction Period (CAPEX) 90% of the contract cost as per the following

Sl. No.	Payment Stages & Milestones	Payment in % of Project Cost/CAPEX
1	Site Clearance & Installation of necessary access system	40%
2	After Supply of materials reaching the site	
3	After installation of Solar PV system and battery back-ups.	20%
4	After successful installation of Net-metering and commissioning	20%
5	Successful Completion of Contract	20%

B. During Operation and Maintenance Period (OPEX): The O & M cost (10% of the Contract Value) will be paid to the successful bidder on yearly basis @ Equal yearly installments in next five years for proper O&M of the plant. (Total O & M cost /5).

Note: Contract Value (Contract Value including Installation, Commissioning and Maintenance of Plant for 5 years)

- **Contract Value is inclusive of all applicable taxes including of GST if any.**
- **The payment will be made to the bidder are subject to deduction of tax**

as per the Government Rule from time to time.

- ***The fee is inclusive of the anticipated inflationary increase over the duration of the contract and hence will not be reviewed further.***

29. Penalty:

- ✓ If the contractor does not comply with the instructions of the Municipal Commissioner/Committee or the project in charge with regards to the replacement/ replenishment of the spares parts/ any major equipment parts for the required performance of the existing equipment/ machinery, then the Municipal Body shall be at a liberty to undertake the same on its own or through its Appointee and recover the amount so incurred along with overheads of UMC of the project facility, from the contractor from its future amounts due under this Agreement. The decision of the Commissioner/Committee in this regard would be final and binding on the Contractor.
- ✓ If breakdown of any component is not addressed within 36 hours of reporting then it will attract a fine of Rs. 500/- day
- ✓ Not deploying adequate man power a penalty of Rs. 500/- day for per person will be imposed.
- ✓ Unavailability of medical and police verification, identity card, safety items hand gloves, nose mask, face mask and gum boots, etc. of Rs. 500/- per instance will be imposed.
- ✓ If any misbehavior/indiscipline role by staff will come into notice a penalty of Rs. 500/- per instance will be imposed.

30. Termination:

Upon Contractor's event of Default in execution of the project during the contract period, the RMC shall without any prejudice to its other rights in respect thereof under this agreement, be entitled to terminate this Agreement. The termination will be processed through the Termination notice and it shall be as laid down below.

If the RMC decides to terminate this Agreement, as above then a Parliamentary Notice of Termination shall be issued to the Agency by the RMC citing the events underlying such notice. Within 30 days of receipt of such notice from the RMC if the Agency does not submit an action plan indicating the steps to be taken by the Agency to rectify the underlying events of Defaults, then the RMC shall be entitled to terminate this agreement by issuing a Termination Notice and appropriate the Performance guarantee and Security Deposit, if subsisting.

If the Action plan is submitted within 30 days by the Agency, then the Agency shall have a further period of 45 days to cure the underlying Events of default. If however the Agency is unable to cure the underlying Events of default within the said period of 45 days, then the RMC shall be entitled to terminate this agreement by

issuing a termination notice and appropriate the Performance guarantee and Security Deposit, if subsisting.

The Termination date shall not be earlier than 60 days from the date of Termination Notice.

31. Other Conditions:

Arbitration: All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.

Transfer and Sub-letting: The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.

Patents and other Industrial Property Rights: The prices stated in the present contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The bidder shall indemnify the authority against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Bidder shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

Performance Guarantee: The bidder will be required to furnish a Performance Guarantee by way of bank guarantee through a Nationalized/Scheduled Bank in India for a sum equal to 5% of the contract value within 20 days of receipt of LoI. Performance Bank Guarantee should be kept valid up to 90 days beyond the date of warranty.

Advance Payments: No advance payment(s) will be made.

32. Specification: The successful bidder will submit their own design for Solar PV plant recognized by central /state government or should be authorized executor of government agency or any other agency approved by a central/state authority in regard to safety and quality along with the technical bid.

The Agency should guarantee to meet the specifications as per designed proposal submitted and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Authority. All technical literature and drawings shall be amended by the bidder before execution to the Authority. The Bidder, in consultation with the Authority, may carry out technical up gradation/ alterations in the design, drawings

and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings, repair and maintenance techniques along with necessary tools as a result of up gradation/ alterations will be provided to the authority free of cost within 60 days of affecting such up-gradation/alterations.

33. Quality Assurance: Bidder would provide the Standard Acceptance Test Procedure (ATP) within 01 month of the date of contract. Authority reserves the right to modify the ATP. Bidder would be required to provide all test facilities at his premises for acceptance and inspection by Authority. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

Inspection agency: Item should meet ISO/ISI standard specification. Inspection will be carried out by Rourkela Municipal Corporation or it's authorized agency.

Inspection Authority: The Inspection will be carried out by an Officer / Agency / Institution detailed by the Commissioner, Rourkela Municipal Corporation. The mode of Inspection will be User Inspection. The items will be subjected to detailed Acceptance Testing Procedure (ATP) to test individual components and successful integration of all components. The vendor and the user will work out the details of the procedure jointly. The specifications of the equipment should be in conformity with the details provided by the vendor and as per the given specifications. The user would issue an Acceptance Certificate on successful completion of acceptance testing after delivery.

34. Franking clause: The following Franking clause will form part of the contract placed on successful bidder.

- a) **Franking Clause in the case of Acceptance of Goods** - "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the authority under the terms and conditions of the contract".
- b) **Franking Clause in the case of Rejection of Goods** - "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Authority in any manner. The goods are being rejected without prejudice to the rights of the authority under the terms and conditions of the contract."

35. Warranty: The following Warranty will form part of the contract placed on successful bidder.

- a) The bidder warrants that the goods supplied under the contract conform to technical specifications accorded by the Authority of RMC and shall perform according to the said technical specifications.
- b) The Bidder commits for a period of 5 years from the date of acceptance of stores by joint receipt inspection or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.
- c) If within the period of warranty, the goods are reported by the authority to have failed to perform as per the specifications, the bidder shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the bidder, provided that the goods are used and maintained by the authority as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs or defect liability period shall be provided free of cost by the bidder. The bidder also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the authority and the bidder.

36. Scope not exhaustive

The Scope of Services specified in the Clause above are not exhaustive and the Successful Bidder shall undertake such other tasks as may be necessary to appraise the project feasibility technically and financially.

37. Bidders' Responsibilities

- a) Each Bidder is expected to examine carefully the contents of all the documents provided and consisting of this RFP Document. Failures to comply with the requirements of this RFP document will be at the Bidders' own risk.
- b) It would be deemed that prior to the submission of the Proposal, the Bidder has:
 - ✓ Made a complete and careful examination of requirements and other information set forth in this RFP document;
 - ✓ Received all such relevant information as it has requested from Authority; and
 - ✓ Made a complete and careful examination of the various aspects of

the Project including but not limited to:

- The Project site;
- Existing facilities and structures;
- The conditions of the access roads and utilities in the vicinity of the Site
- Conditions affecting transportation, access, disposal, handling and storage of the materials;
- Clearances obtained by Authority for implementation of the Project; and
- All other matters that might affect the Bidder's performance under the terms of this RFP.

The Authority shall not be liable for any inadvertent mistake or error or neglect by the Bidder in respect of the above.

38. Bidding Process

For selecting the Preferred Bidder to undertake the above Project, RMC has adopted a Single Stage – Two Round System. The first round comprises of the evaluation of the Technical Bid and second round comprise of the evaluation of the Financial Bid. The Bidders would be required to furnish the information specified in the RFP document. Only those Bidders who will qualify the Technical Bid Round will be considered for the Second Round, i.e. the Financial Bid of only those bidders will be opened who have qualified in the Technical Bid Round.

All the Bidders are required to submit duly filled RFP documents (Technical and Financial Bid) in accordance with the guidelines set forth in this RFP Document. In order to enable the Bidders to prepare Bid in a consistent manner and to minimize misunderstandings regarding how Bidders' Proposals will be interpreted by RMC, the format in which Bidders will specify the fundamental aspects of their Proposals has been broadly outlined in the document. The evaluation of Technical Bid (Envelope 1) shall be carried out in accordance with the terms and conditions provided in this RFP document.

The Evaluation of the Financial Bid (Envelope 2) would be carried out on the basis of the evaluation of the Technical Bid (Envelope 1) as per the criteria mentioned in the RFP document. There will a minimum qualifying score for the Technical Bid as per criteria specified in the RFP document. Based on score of Technical Bid, the Financial Bid (Envelope 2) of only those Bidders would be opened who "Qualify" the Technical criteria.

39. PREPARATION AND SUBMISSION OF PROPOSAL Language

The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless

specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

Format and signing of Proposal-

The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects.

The Bidder shall prepare one hard copy of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP).

The Proposal shall be typed or written in indelible ink, signed by the authorized signatory of the Bidder who shall initial each page, in blue ink and properly bounded. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

- ✓ by the proprietor, in case of a proprietary firm; or
- ✓ by a partner, in case of a partnership firm and/or a limited liability partnership; or
- ✓ by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;
- ✓ by the authorized representative of the Lead Member, in case of consortium.

A copy of the Power of Attorney certified by a notary public in the form specified herein shall accompany the Proposal (if required).

Bidders should note the Proposal due date as specified above, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal due date. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

Preparation of Proposal

- a) The Bidder would provide all the information as per the Bidding document. RMC reserves the right to evaluate only those bids that are received in the required format complete in all respects and in line with the instructions contained herein.
- b) The currency for the purpose of the Bid shall be Indian Rupees.
- c) The Proposal should be submitted in 2 (Two) separate envelopes and put together in 1 (one) single outer envelope and each envelope should be addressed to the Commissioner, Rourkela Municipal Corporation, Udit Nagar, Rourkela, Dist.- Sundargarh (Odisha) – 769012 and should bear the name of the project. The contents of both the envelopes is explicitly mentioned below:

Envelope 1: Technical Bid shall consist of the following:

- i. Comprehensive Project Report including technical note on the Project aspects covering the detailed drawing, specification, model etc.
- ii. Bid Processing Fee Demand Draft (Non-refundable)
- iii. Earnest Money Deposit – Demand Draft (Refundable)
- iv. Technical Bid Submission Forms (Annexure-1 to 9)
- v. RFP document and its Annexure and Addenda/Corrigenda, each page duly stamped and signed by the authorized signatory.

Envelope 2: Financial Bid shall consist of the following:

Envelope 2 should contain only the duly filled in Financial Bid of the Bidders as per the format specified herein Annexure 10. No condition, other than specified shall be attached with the financial bid. It will be opened in the presence of representative of Technically Qualified Bidders, who wish to be present.

Sealing and Marking of Proposal

The Bidder shall seal each of the envelopes duly marking each envelope as "TECHNICAL BID" AND "FINANCIAL BID" respectively.

The Bidder shall put the 2 (two) separate envelopes containing the Technical Bid and Financial Bid respectively in a single outer envelope and seal the outer envelope. The outer envelopes shall clearly bear the following identification.

"REQUEST FOR PROPOSAL FOR SETTING UP ON-GRID SOLAR PV ROOFTOP SYSTEMS AND POWER BACKUP SYSTEMS AT VARIOUS FACILITIES UNDER ROURKELA MUNICIPAL CORPORATION, ROURKELA"

Each of the envelopes shall indicate the complete name, address, telephone/ mobile number and E-mail of the Bidder.

Bid submitted by a Bidder, where such Bidder is a consortium should comply with the following additional requirements:

- ✓ Maximum number of members in a consortium would be limited to 3 (three);

- ✓ Wherever required, the bid should contain the information required for each member of the Consortium;
- ✓ The Bid should include a description of the roles and responsibilities of individual members of the Consortium;
- ✓ Members of the consortium shall nominate one member as the Lead Member in line with terms of the RFP document.

The Proposal shall be signed by the duly authorized signatory of the Lead Member and shall be legally binding on all the members of the consortium.

40. Evaluation Process

The Financial Proposals received by the Authority will remain sealed and unopened in possession until the Technical Proposal has been tested for their responsiveness to RFP and result of Technical Evaluation is complete.

The Authority would open the Technical Proposal on the date mentioned against the Date for Submission of Proposals in the Schedule of Bidding Process or on the extended Date for Submission of Proposals. Financial Proposals shall not be opened at this stage.

The cost proposed by the bidder for the component will be considered to be final for all the ensuing calculations. If there is any cost over-run whatsoever, over and above the proposed cost of the bidder, then the bidder shall have to bear the same.

The following information will be announced at the Proposal Opening and recorded:

- ✓ Bidder's names,
- ✓ Names of Consortium Members

The Authority would subsequently examine responsiveness of Proposals in accordance with the criteria set out herein.

After the Proposal Opening, information relating to the examination, clarification and evaluation of Bids and recommendations concerning the Bid Award shall not be disclosed except as underlined in this RFP.

41. Proposal Evaluation

The Project will be awarded to the Bidder, who submits a responsive Bid, meets the minimum technical criteria for undertaking the Project and offers to enter into an Operation Agreement on the best financial terms.

The Technical Proposals will undergo evaluation as per the criteria and process specified in RFP and would be assigned a score. The bidders whose technical proposal meets the minimum threshold score shall be considered for financial evaluation. The Authority reserve the right to reject the Proposals, which do not meet the technical parameters stipulated in the RFP.

The financial evaluation will be carried out as per this clause.

For financial evaluation, the total cost indicated in the Financial Proposal, will be considered.

42. Final Evaluation

Proposals will finally be ranked according to their financial quote. The proposal with lowest cost will be placed in the highest rank.

The Selected Applicant shall be the Applicant having the highest score. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified herein, as the case may be.

43. Test of responsiveness

The Technical Bids submitted by Bidders/ Bidding Consortium shall be initially scrutinized to establish "Responsiveness". Any of the following conditions may cause the Bid to be considered "Nonresponsive", at the sole discretion of the Authority:

- i. Bid not meeting any of the conditions mentioned in RFP; or
- ii. Bid not accompanied by a valid EMD; or
- iii. Bid not accompanied by a Bid Processing Fees, which shall be non-refundable. This amount shall be payable by a crossed demand draft drawn in favor of the Commissioner, Rourkela Municipal Corporation payable at Rourkela;
- iv. Bid not signed by authorized signatory in the manner and to the extent indicated in this RFP and non-submission of Power of Attorney; or
- v. Bid validity being less than that required in this RFP; or
- vi. Bid not containing all the Annexure given as part of the Technical bid; or
- vii. Bid being conditional
- viii. Any request for change in composition of a Consortium or change from Bidding Company to Bidding Consortium or Change in Ownership has not been permitted by the Authority
- ix. Bids having Conflict of Interest
- x. A Proposal that is substantially responsive is one that confirms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:
 - xi. Which affects in any substantial way the scope, quality, or performance of the Project, or
 - xii. Which limits in any substantial way, inconsistent with the RFP, rights of the Authority or the obligations of the Bidder.
- xiii. Which would affect unfairly the competitive position of other Bidders presenting substantially responsive bids.

44. GUIDELINES FOR EVALUATING TECHNICAL & FINANCIAL PROPOSALS

Evaluation of Technical Proposal

The Bidder (sole or consortium) shall submit their technical proposal clearly mentioning the following:

- Bidder's understanding of the project concept
- Detailed specifications of equipment to be used for this Project.
- Bidders experience in implementing Solar PV systems projects and success stories.
- Bidders experience in implementing Renewable Energy sector Projects
- Proposed approach, methodology for implementing the proposed project
- Schedule for implementation of the proposed project

The bidders will be evaluated against a total score of 100 by the evaluation committee. The distribution of score will be as follows:

Criteria	Marks
Bidder should have experience of setting up of a least one project of 10 KW or two projects of 5KW each and should be successfully running	40
Average annual turnover of bidder in last three completed financial years should not be less than 30 lacs. (FY 2020-21, FY 2021-22, FY 2022-23) In case of a Joint Venture, the bidders must have an average turnover of Rs 50 lacs in last three completed financial years (FY 2020-21, FY 2021-22, FY 2022-23)	20
Presentation on Evaluation of supply material specifications, implementation modality (activities and timelines), quality assurance framework	30
Recognition for the firm and technology by Govt. agencies and other big corporate clients	10
Total	100

Any Applicant who achieves a score of 70 and above against the total marks of 100 will be deemed to be qualified for the technical capability criteria (based on submissions as per guidelines in RFP) and are eligible for financial opening of the bids.

Evaluation of Financial Proposal:

The financial proposals of all the Technical qualified bidders will be opened on the date and time mentioned by the Authority. The financial Proposal shall essentially consist of figures for the project, as per format at provided in the financial proposal Annexure-10. The financial proposal will be evaluated as per Least Cost Selection (LCS) method.

ANNEXURE - 1
FORMAT FOR COVERING LETTER FOR PROPOSAL SUBMISSION
(On the Letterhead of the Bidder or Lead Member in case of a Consortium)

Date:

To

**The Commissioner
Rourkela Municipal
Corporation Udit Nagar,
Rourkela-769012**

Sub: "REQUEST FOR PROPOSAL FOR SETTING UP ON-GRID SOLAR PV ROOFTOP SYSTEMS AND POWER BACKUP SYSTEMS AT VARIOUS FACILITIES UNDER ROURKELA MUNICIPAL CORPORATION, ROURKELA"

Dear Sir,

Being duly authorized to represent and act on behalf of Lead Member (in case of consortium)/Sole Applicant. I, the undersigned, having reviewed and fully understood all of the Proposal requirements and information provided hereby submit the Proposal for the Project referred above.

I am enclosing the Proposal, with the details as per the requirements of this RFP, for your evaluation. The Proposal, including the Bid Security shall be valid for a period of Six (6) Months from the Proposal Due Date and the Bid Security shall be valid up to 45 days beyond the proposal validity period

Dated thisDay of 2023

Name of the Lead Member/Person

Signature of the Authorized Person

.....

Name of the Authorized Person

.....

Designation of the Authorized Person

ANNEXURE – 2 (A)
FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL
(On Non – judicial stamp paper of Rs. 100/- duly attested by a
Notary Public)

POWER OF ATTORNEY

Know all men by these presents, we (name and address of the registered office of the Sole Applicant/ Lead Member/ Member) do hereby constitute, appoint and authorize Mr. / Ms. _____

R/o (name and address of residence) who is presently employed with us and holding the position of _____

as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the consortium consisting of, and (please state the name and address of the members of the consortium) for setting up Solar PV systems for electricity generation and necessary power backup systems on for various facilities under Rourkela Municipal Corporation, Rourkela (the "Project") for a period of 05 years including 5 years of Defect liability period, including signing and submission of all documents and providing information / responses to Rourkela Municipal Corporation representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For (Signature)

(Name, Title and Address)

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

* To be executed by the Sole Applicant or all members including the Lead Member in case of a Consortium.

* The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

* Also, wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

ANNEXURE – 2 (B)

FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

POWER OF ATTORNEY

Whereas the Rourkela Municipal Corporation has invited proposals from the bidders following RFP for setting up on-grid solar PV rooftop systems and power backup systems at various facilities under Rourkela Municipal Corporation, Rourkela (the "Project") for a period of 05 years including 5 years of Defect liability period.

Whereas, M/s, M/s

M/s, M/s

(the respective names of the members along with address of their registered offices) have formed a Consortium and are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP), Agreement and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project or in the alternative to appoint one of them as the Lead Member who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s, M/s
and M/s (the respective names of the members along with address of their registered offices) do hereby designate M/s(name along with address of the registered office) being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deed or things necessary or incidental to the Consortium's bid for the Project, including submission of Proposal, participating in conference, responding to queries, submission of information / documents and generally to represent the Consortium in all its dealings with Rourkela Municipal Corporation, any other Government Agency or any person, in connection with Project until culmination of the process of bidding and thereafter till the Agreement is entered into with Rourkela Municipal Corporation.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney.

Dated this day of 2023. Executants(s)]

(To be executed by all the members in the Consortium and accepted by the Lead Member)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as resolution/ Power of attorney in favour of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.

JOINT DEED AGREEMENTS

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

FORM OF JOINT DEED AGREEMENT BETWEEN

M/s....., M/s.....,AND M/s.....
FOR SETTING UP ON-GRID SOLAR PV ROOFTOP SYSTEMS AND POWER BACKUP
SYSTEMS AT VARIOUS FACILITIES UNDER ROURKELA MUNICIPAL CORPORATION,
ROURKELA”

(THE
“PROJECT”)

THIS Joint Deed Agreement executed on this day of 2023
between M/s.a company
incorporated under the laws of and having its
Registered Office at..... (hereinafter called
the "Partner-I", 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 "Partner-2",
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 "Partner-3",
which expression shall include its successors, executors and permitted
assigns), (The Bidder Consortium should list the details of all the
Consortium Members) for the purpose of making a Bid and entering into
an Agreement (in case of award) to be hereinafter referred to as the
Operation Agreement, against Bid Document No. (.....) for
setting up On-grid Solar PV rooftop systems and power backup sytems at
various facilities under Rourkela Municipal Corporation along with
operation and maintenance for 5 years, Rourkela (the “Project”) for a
period of 05 years including 5 years of Defect liability period and having
its Registered Office at Uditnagar, Rourkela- 769012 (hereinafter called
the “Authority”).

WHEREAS, the Authority had invited Proposal vide its RFP dated

AND WHEREAS the RFP document stipulates that the Bidders qualifying on
the strength of a Bidding Consortium will have to submit a legally
enforceable Joint Deed Agreement in a format specified by the Authority
wherein the Consortium Members have to commit equity investment of a

specific percentage in the envisaged Project.

NOW THEREFORE, THIS INDENTURE WITNESSTH AS UNDER:

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

1. In consideration of the Award of the Contract(s) by the RMC to the Consortium, we the Members of the Consortium and partners to the Joint Deed Agreement do hereby unequivocally agree that partner (1) (M/s), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of Partner- 2 and Partner-3 (the names of the partners to be filled in here).
2. The Lead Member is hereby authorized by the Members of Consortium and Partners to the Joint Deed Agreement to bind the Consortium and receive instructions for and on their behalf. It is further understood that the entire execution of the Contract including payment shall be done exclusively by the Lead Member.
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 their respective equity obligations. Each Consortium 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 in the "issued equity share capital of the Project Company" (if such a company is to be established) is/shall be in the following proportion: (if applicable).

Name	Percentage
Partner 1	
Partner 2	
Partner 3	
Total	100%

6. The Lead Member shall inter alia undertake full responsibility for liaising with Lenders and mobilizing debt resources for the Project, achieving financial closure on behalf of the Bidding Consortium.
7. In case of any breach of any of the equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. 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.
9. It is further specifically agreed that the financial liability for equity contribution of 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 their scope of work or financial commitments.
10. This Joint Deed Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at Rourkela alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby agreed that in case of an award of Contract, the partners to this Joint Deed Agreement do hereby agree that they shall furnish the Performance Guarantee in favour of Rourkela Municipal Corporation (RMC), as stipulated in the bidding documents, jointly, on behalf of the Consortium Members, in favour of the RMC.
12. It is further expressly agreed that the Joint Deed Agreement shall be irrevocable and shall form an integral part of the Contract and shall remain valid till the term of the Contract unless expressly agreed to the contrary by the RMC.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium Members respectively from time to time in Bid to the RFP and for the purposes of the Project.
14. It is hereby expressly understood between the partners to this Agreement that neither partner may assign or delegate its rights, duties or obligations under the Contract except with prior written consent of RMC.

This Joint Deed Agreement

- A. has been duly executed and delivered on behalf of each Partner hereto and constitutes the legal, valid, binding and enforceable obligation of each such Partner,
- B. sets forth the entire understanding of the Partners hereto with respect to the subject matter hereof;
- C. may not be amended or modified except in writing signed by each of the Partners and with prior written consent of RMC.

IN WITNESS WHEREOF, the partners to the joint Deed Agreement have, through their authorized representatives, executed these present and affixed Common Seals of their respective companies on the Day, Month and Year first mentioned above.

For M/s

(Partner 1)

1. Common Seal of M/s

.....

(Signature of the authorized representative)

have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution

Name

dated

Signature.....

Designation

For M/s

(Partner 2)

2. Common Seal of M/s

.....

(Signature of the authorized representative)

have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution

Name

dated

Signature

Designation.....

For M/s

(Partner 3)

3. Common Seal of M/s

.....

(Signature of the authorized representative)

have been affixed in my/ our presence pursuant to Board/Board of Directors Resolution

Name

dated

Signature

Designation.....

ANNEXURE – 4
Format of Disclosure
[On the letter head of bidding Company/Each Member in a
Bidding Consortium] Disclosure

We, M/s hereby declare that the following companies with which we/have direct or indirect relationship are also separately participating in this Bid process as per following details:

Sl. No	Name of the Company	Relationship
	NIL	
	NIL	
	NIL	

In case there is no such company in the column "name of the company" write "Nil".

Further we confirm that we don't have any Conflict of Interest with any other company participating in this bid process.

Signature of
Chief Executive Officer/ Managing Director

ANNEXURE – 5

Affidavit for Non-criminality

**(In case of Consortium to be given separately by each member)
(On Non – judicial stamp paper of Rs 100 duly attested by notary public)**

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s nor any of its directors/constituent partners have abandoned any work on Solar PV installation in India or any contract awarded to us for such works have been terminated for reasons attributed to us, during last five years prior to the date of this application.
3. The undersigned also hereby certifies that neither our firm M/s nor any of our consortium partner namely M/s have abandoned any contract/ work of RMC or Govt. of Odisha and or blacklisted by any State/ Central Govt. agencies in participating from any bidding/ tendering process.
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information deemed necessary and requested by RMC to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the RMC.

Signed by an authorized Officer of the Company/firm

Title of Officer

Name of Company/Firm

Date

ANNEXURE – 6
ANTI-COLLUSION CERTIFICATE

We hereby certify and confirm that in the preparation and submission of this Proposal, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Date thisDay of 2023.

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

Note:

To be executed by lead member, in case of a Consortium

Annexure-7
(Bidder's Information Format)

1	Name of Bidder	
2	Name of the proprietor/Partner	
3	Address of the firm	
4	Name and contact details of Authorized Signatory	
5	Telephone/ Mobile No. & Email ID	
6	Photocopy of Certificate of incorporation	
7	Pan Number (attached photocopy)	
8	Photo copy of GST Registration Certificate	
9	Average annual turnover in last three financial years should not be less than 30 lacs. for Individual Bidders Or / For Joint Venture the bidders must have an average turnover of Rs 50 lacs in last three financial years (IT Return copy/ Audited Balance Sheet to be attached)	
10	Year of Experience in the line (mention number of year)	
11	Recognition for the firm and technology by Govt. agencies and other big corporate clients	
12	Experience of setting up of a least one project of 10 KW or two projects of 5KW each and should be successfully running Bidder should have executed at least twice the quantum of project bidding for it. (For Ex. If bidder quotes for total project size of 20KW, they must have executed at least 40KW)	
13	Details of Tender Paper cost of Rs.	a) Name of Bank b) Bank Draft No. & Date c) Amount:
14	Details of EMD of Rs.	a) Name of Bank b) Bank Draft No. & Date c) Amount:

Note: Submission of documentary proof for the entire above Qualifying Requirement is mandatory. In case of absence of documentary proof the bid is liable to be rejected. RMC may demand original documents for verification.

Date thisDay of 2023.

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

Note:

To be executed by lead member, in case of a Consortium

ANNEXURE – 8

FORMAT FOR BID SECURITY

In consideration of the Rourkela Municipal Corporation (hereinafter called "RMC" which expression shall include any entity which RMC may designate for the purpose) having agreed, inter alia, to consider the bid of M/s (Hereinafter referred to the "Bidder" which expression shall include their respective successors and assigns) which will be furnished in accordance with the terms of the Request for Proposals for the Project/s (name of one or all the Projects, if bidding for more than one Project) envisaging (hereinafter called the "RFP") in lieu of the Bidder being required to make a cash deposit, we[name of the Bank and address of the issuing branch], hereinafter called the "Bank" which expression shall include our successors and assigns, as to bind ourselves our successors and assigns do at the instance of the Bidder hereby unconditionally and irrevocably undertake to pay as primary obligator and not as surety only to RMC without protest or demand and without any proof or condition the sum of Rs. Lakhs (in words).

1. We, the Bank, do hereby unconditionally and irrevocably undertake to pay forthwith (and in any event within five days) the amounts due and payable under this Guarantee without any delay or demur merely on a written demand from RMC stating that the amount claimed is due by reason of the occurrence of any of the events referred to in the RFP. Any such demand made on the Bank by RMC shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, the Bank's liability under this Guarantee shall be restricted to an amount not exceeding RsLakhs (in words).
2. We, the Bank unconditionally undertake to pay to RMC any money so demanded under this Guarantee notwithstanding any dispute or disputes raised by the Bidder or any other party including in any suit or proceeding pending before any court or tribunal relating thereto or any instructions or purported instructions by the Bidder or any other party to the Bank not to pay or for any cause to withhold or defer payment to RMC under this Guarantee. The Bank's liability under this Guarantee is irrevocable, unconditional, absolute and unequivocal. The payment so made by the Bank under this Guarantee shall be a valid discharge of the bank's liability for payment hereunder and the Bidder shall have no claim against the Bank for making such payment.
3. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect up to and until 1700 hours on the date which falls 90 days beyond the Proposal Validity period i.e.(hereinafter called "the End Date"). Unless a demand or claim under this Guarantee is made on the Bank by RMC in writing on or before the said End Date the Bank shall be discharged from all liability under this Guarantee thereafter.
4. We, the Bank further agree with RMC that RMC shall have the fullest liberty without the Bank's consent and without affecting in any manner

the Bank's obligation hereunder to vary any of the terms and conditions of the RFP or to extend or postpone the time of performance by the Bidder or any other party from time to time or postpone for any time or from time to time any of the powers exercisable by RMC against the Bidder or any of them and to enforce or to forbear from enforcing any of the terms and conditions relating to the RFP and the Bank shall not be relieved from its liability by reason or any forbearance act or omission on the part of RMC, or any indulgence given by RMC to the Bidder or any other party or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have the effect of so relieving the Bank.

5. To give full effect to the obligations herein contained, RMC shall be entitled to act against the Bank as primary obligator in respect of all claims subject of this Guarantee and it shall not be necessary for RMC to proceed against the Bidder or any other party before proceeding against the Bank under this Guarantee and the Guarantee herein contained shall be enforceable against the bank as principal obligator.
6. This Guarantee will not be discharged or affected in any way by the liquidation or winding up or dissolution or change of constitution or insolvency of any individual member of the Bidder or any other party or any change in the legal constitution or insolvency of the Bidder or any other party or any change in the legal constitution of the Bank or RMC.
7. We, the bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of RMC writing. Notwithstanding anything contained herein.
 - a) Our liability under the Bank Guarantee shall not exceed Lakhs (in word).
 - b) The Bank Guarantee shall be valid up to [date],
 - c) Unless acclaimed or a demand in writing is made upon us on or before
 - d) all our liability under this guarantee shall cease.

IN WITNESS WHEREOF THE BANK HAS SET ITS HANDS HERETO ON THE DAY, MONTH AND YEAR MENTIONED HEREUNDER.

Signed and Delivered

On behalf of(Bank name) (Signature)
(Date)

By the hand of Mr.

(Name of authorized signatory)

Designation

Note: Authenticated copy of Letter of Authority authorizing the signatory of this guarantee to execute the same to be enclosed herewith.

ANNEXURE – 9

FORMAT FOR PROJECT UNDERTAKING

Date:

PROJECT UNDERTAKING

To

**The Commissioner,
Rourkela Municipal Corporation
Udit Nagar, Rourkela-769012**

Sub: "Request for Proposal for setting up on-grid rooftop solar PV systems and power backup systems at various facilities under Rourkela Municipal Corporation along with maintenance for 5 years"

Dear Sir,

We have read and understood the Request for Proposal (RFP) in respect of the captioned Project provided to us by RMC. We hereby agree and undertake as under:

1. Any direct or indirect deviations from the terms of the Bid Documents, if any in our Proposal, are hereby revoked unconditionally.
2. Irrespective of the Technology used by us, it would be our responsibility to complete the work as per the prevailing rules and adhere to the conditions specified in the Bid Documents.
3. If the Tender is awarded to us, complete technical details of the Project will be submitted to RMC representative for evaluation, before actual implementation of the Project.
4. It is our responsibility to implement the project as per actual design parameters for the project.
5. Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in also forms a part of the RFP provided.

Dated this.....Day of 2023.

Name of the Bidder

Signature of the Authorized Person

Name of the Authorized Person

Note: To be signed by the Lead Member, in case of a Consortium, authorized to submit the bid.

Financial Bid format

(RFP No – dated)

To,
Commissioner
Rourkela Municipal Corporation
Udit Nagar, Rourkela-769012

Sub: Financial Bid for setting up on-grid rooftop solar PV systems and their power backup systems at various facilities under Rourkela Municipal Corporation, Rourkela along with maintenance for a period of 05 years.

Sir,
 In pursuant to above and considering the assumptions mentioned in the submitted Annexure in line with the RFP, we are proposing the following:

SI	Site Name	Solar On-grid System		Power Back up System		
		Solar PV sizing (kW)	Amount in Figures (Rs in Lacs)	Inverter Size (KVA)	Battery Back-up Energy Storage	Amount in Figures (Rs in Lacs)
1	Chhend	10		3.5	4 nos (200Ah-12V)	
2	Mahatab Road	12		4	6 nos (200Ah-12V)	
3	Sector-6	17		3.5	4 nos (200Ah-12V)	
4	Panposh	17		3.5	4 nos (200Ah-12V)	
5	Sector-22	12		4	6 nos (200Ah-12V)	
6	Gopabandhu Pali	12		4	6 nos (200Ah-12V)	
7	Tilka Nagar	8		3.5	4 nos (200Ah-12V)	
8	Basanti Colony	15		3.5	4 nos (200Ah-12V)	
9.1	RMC (Solar roof top)	50		-	-	
9.2	RMC (Solar Tree)	8				
	Total	(A)		(B)		
Total (C)= (A+B)						

Note:

- ☐ **The cost quoted (C) shall be inclusive of all the applicable taxes including of GST if any.**
- ☐ Completion period of Installation of the plant is 2 months
- ☐ Maintenance will start after complete installation of the plant.
- ☐ Payment shall be based on the Payment Schedule of RFP.

Date thisDay of 2023.

Name of the Bidder

Signature of the Authorized
 Person

Name of the Authorized Person

