
TENDER DOCUMENT FOR GRID CONNECTED ROOFTOP SOLAR PV SYSTEMS



AGRA SMART CITY LIMITED

Agra Nagar Nigam, Near Sur Sadan, M. G. Road, Agra, Uttar Pradesh – 282002

JUNE 21, 2018

Agra Smart City Limited
Agra Nagar Nigam

Request for Proposal (RFP) of Bidders for
Implementation of Grid Connected Roof Top Solar PV
System at Agra Smart City (ABD) Area, Agra, Uttar Pradesh

RFP No: 14/ASCL/Solar Installation/ June-18

Dated: 21.06.2018



Agra Smart City Limited
Agra Nagar Nigam,
Near Sur Sadan, M. G. Road,
Agra, Uttar Pradesh – 282002
Tel.No.: 0562-2850670,2520616
Website: <http://www.nagarnigamagra.com>, <https://etender.up.nic.in>
E-Mail: gm@agrasmartcity.in

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**Website: <http://www.nagarnigamagra.com>, <https://etender.up.nic.in>,
<https://smartnet.niua.org>, agrasmartcity.in
E-Mail: gm@agrasmartcity.in**

RFP No: 14/ASCL/Solar Installation/ June-18

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Agra Smart City Limited (hereinafter called “ASCL”), invites bids from the eligible bidders to participate in the Request for Proposal (RFP) of Bidders for Design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance of Roof Top Solar PV power system at Agra Smart City (ABD) Area, Agra, Uttar Pradesh

For the implementation of above mentioned work, Bidders should submit their bid proposal/application along with all supporting documents complete in all aspect on or before 21.07.2018 up to 17:30 Hrs online and hard copy shall be submitted by 22.07.2018 till 15:00 hrs at the office of “Agra Smart City Limited, Nagar Nigam Agra” in prescribed format.

Bidder shall submit bid proposal along with non-refundable processing fee, complete in all respect as per the Bid Information sheet. Techno-Commercial bids will be opened on 22.07.2018 after 16:00 hrs in presence of authorised representatives of bidders/applicants who wish to be present. Bid proposals received without or lesser than the prescribed processing fee and Bid Bond for the [Location/State] will not be considered. In the event of any date indicated above is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.

Bid documents which include Eligibility criteria, “Technical Specifications”, various conditions of contract, formats, etc. can be downloaded from website. Any amendment (s)/corrigendum/clarifications with respect to this Bid shall be uploaded on website only. The Bidder should regularly follow up for any Amendment/ Corrigendum/ Clarification on the above website.

ASCL reserves the right to reject any or all proposals without assigning any reason thereof.

**CEO
Agra Smart City Limited
Agra**

DISCLAIMER

1. Though adequate care has been taken while preparing the RFP document, the Bidders/Applicants shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within twenty (20) days from the date of notification of RFP/Issue of the RfP documents, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.
2. Agra Smart City Limited reserves the right to modify, amend or supplement this RFP document including all formats and Annexures.
3. While this RFP has been prepared in good faith, neither Agra Smart City Limited nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.

BID INFORMATION SHEET

Document Description	<p>I. This RFP document comprises for “Bidding process for 3.19 MWp” for RESCO model.</p> <p>II. Bidder can submit bids for RESCO model as per above upto the maximum aggregate bid capacity of 1.5 MWp only as per Clause 2.3.2 of Section-I.</p> <p>III. Bidder can submit bids under RESCO model for the sites located at Agra Smart City (ABD) Area, Agra, Uttar Pradesh.</p>
RfP No. & Date	<p>RFP No: 14/ASCL/Solar Installation/ June-18 Dated: 21.06.2018</p>
Pre-bid Conference/ Clarification Meeting	A pre-bid conference shall be held on: 04.07.2018 at 16:00 hrs
Last date & Time of Submission of Response of RfP (Online)	21.07.2018 up to 17:30 hrs
Last date & Time of Submission of Response of RfP (Hard Copy)	22.07.2018 till 15:00 hrs
Bid Opening (Techno-Commercial)	22.07.2018 after 16:00 hrs
Processing Fee (non- refundable)	Rs. 5,000 /- (Rupees Five Thousand Only) + 18% GST, to be furnished through Demand Draft (DD) drawn in favour of “CEO, Agra Smart City Limited” payable at Agra along with Bid.
Bid Bond	Based on the Bid capacity proposed by the bidder in the bid, Bid Bond shall be furnished along with the response to RfP as per Clause 3.16 for details
Performance Security (PBG)	PBG amount shall be furnished by the successful bidder after issue of Letter of Allocation by Agra Smart City Limited. Please refer Clause 3.17 for details.
Name, Designation, Address and other details (For Submission of Response to RfP)	<p>Agra Smart City Limited Agra Nagar Nigam, Near Sur Sadan, M. G. Road, Agra, Uttar Pradesh – 282002 Tel. No.: 0562-2850670,2520616</p>
<p>Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the RFP document through the website No separate notifications will be issued for such notices/amendments/clarification etc. in the print media or individually. All the information related to this RFP shall be updated on the Agra Smart City Limited website</p>	

RfP of Bidders for Design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance of Roof Top Solar PV power system at Agra Smart City (ABD) Area, Agra, Uttar Pradesh

GENERAL TERMS AND CONDITIONS FOR E-TENDERING

1. The detail tender notice and Tender Document can be seen on website: <http://etender.up.nic.in> and downloaded online from the Portal: <http://etender.up.nic.in> by the Firms/ Individual registered on the Portal.
2. As the proposals are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest.
3. The payment for Tender Document Fee and e-service Fee shall be made by the mode as provided in the document, the scan copy of the fee shall be uploaded and original and copy shall be sent along with the tender.
4. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <http://etender.up.nic.in> to be eligible to participate in the e-Tender.
5. The interested bidders must remit the funds at least T+1 working day (Transaction + One working Day) in advance i.e. on or before 19.07.2018 (up to 15:00 hrs); and make payment via BG/FD. The intended bidder/ Agency thereafter will be able to successfully verify their payment online, and submit their Proposal on or before the expiry date & time of the respective events/Tenders at [http:// etender.up.nic.in](http://etender.up.nic.in)
6. The undersigned reserves the right to reject any or all the tenders without assigning any reason what so ever and no conditional and postal tenders will be accepted.
7. If the date on which the tenders are to be received is declared a public holiday, the tender will be received on the next working day.
8. The offer will remain valid up to 180 days from the due date of submission of tenders.
9. Any amendment to a tender after opening of tender made by the tenderer according to his own will is liable to be ignored altogether and such tenderer will be debarred from tendering for a period of six months

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DEFINITIONS & ABBREVIATIONS

In this “Bid / RfP Document” the following words and expression will have the meaning as herein defined where the context so admits:

- 1.1. **“Affiliate”** shall mean a company that either directly or indirectly
 - a. controls or
 - b. is controlled by or
 - c. is under common control witha Bidding Company and “control” means ownership by one company of at least twenty six percent (26%) of the voting rights of the other company.
- 1.2. **“B.I.S”** shall mean specifications of Bureau of Indian Standards (BIS);
- 1.3. **“Bid”** shall mean the Techno Commercial and Price Bid submitted by the Bidder along with all documents/credentials/attachments annexure etc., in response to this RfP, in accordance with the terms and conditions hereof.
- 1.4. **“Bidder/Bidding Company”** shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company / including its successors, executors and permitted assigns as the context may require;
- 1.5. **“Bid Bond”** shall mean the unconditional and irrevocable bank guarantee to be submitted along with the Bid by the Bidder under Clause 3.16 of this RfP, in the prescribed Format-3: Format for Bid Bond;
- 1.6. **“Bid Deadline”** shall mean the last date and time for submission of Bid in response to this RfP as specified in Bid information Sheet;
- 1.7. **“Bid Capacity”** shall means capacity offered by the bidder in his Bid under invitation.
- 1.8. **“CEA”** shall mean Central Electricity Authority.
- 1.9. **“Chartered Accountant”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
- 1.10. **“Competent Authority”** shall mean (Designation of Competent Authority) of [Name of the Organisation] himself and/or a person or group of persons nominated by MD for the mentioned purpose herein;
- 1.11. **“Commissioning”** means Successful operation of the Project / Works by the Contractor, for the purpose of carrying out Performance Test(s) as defined in RfP.
- 1.12. **“Company”** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
- 1.13. **“Capacity Utilization Factor”** (CUF) shall mean the ratio of actual energy generated by SPV project over the year to the equivalent energy output at its rated capacity over the

yearly period.

CUF = actual annual energy generated from the plant in kWh / (installed plant capacity in kW X 365 X 24).

- 1.14. **“Eligibility Criteria”** shall mean the Eligibility Criteria as set forth in Clause 3.3 of this RfP;
- 1.15. **“Financially Evaluated Entity”** shall mean the company which has been evaluated for the satisfaction of the Financial Eligibility Criteria set forth in Clause 3.3.3 hereof;
- 1.16. **“IEC”** shall mean specifications of International Electro-technical Commission;
- 1.17. **“kWp”** shall mean kilo-Watt Peak;
- 1.18. **“kWh”** shall mean kilo-Watt-hour;
- 1.19. **“MNRE”** shall mean Ministry of New and Renewable Energy, Government of India;
- 1.20. **“Minimum Bid Capacity”** shall mean 0.25 MWp which is the minimum capacity for which the Bidder can submit its Bid. Bidder(s) quoting less the minimum bid capacity shall be outrightly rejected;
- 1.21. **“Maximum Bid Capacity”** shall mean 1.5 MWp which is the maximum capacity for which the Bidder can submit its Bid.
- 1.22. **“O&M”** shall mean Operation & Maintenance of Rooftop Solar PV system for 25 years;
- 1.23. **“Owner of the project”** shall mean anyone who has ownership (including lease ownership also) of the roof and is the legal owner of all equipments of the project. Owner of the project can enter into a PPA with the consumer (s) of power for supply of solar power for at least 25 years from the date of Commissioning of project.
- 1.24. **“Project Cost / Project Price”** shall mean the price offered by the Bidder for the Scope of work as per RfP document.
- 1.25. **“Project capacity”** means Capacity in kWp offered by the Bidder for each State consisting of single or multiple roof tops. The project capacity specified is on “DC” output Side only.
- 1.26. **“Performance Ratio”** (PR) means the ratio of plant output versus installed plant capacity at any instance with respect to the radiation measured. $PR = (\text{Measured output in kW} / \text{Installed Plant capacity in kW} \times (1000 \text{ W/m}^2 / \text{Measured radiation intensity in W/m}^2))$.
- 1.27. **“Parent”** shall mean a company, which holds more than 51% equity either directly or indirectly in the Bidding Company or Project Company developing the Project
- 1.28. **“Project Company”** shall mean Company incorporated by the bidder as per Indian Laws in accordance with Clause no 3.4.
- 1.29. **“Price Bid”** shall mean Envelope III of the Bid, containing the Bidder’s quoted Price as per the Section- IV of this RfP;
- 1.30. **“Qualified Bidder”** shall mean the Bidder(s) who, after evaluation of their Techno Commercial Bid as per **Clause 3.3.2** stand qualified for opening and evaluation of their Price Bid;
- 1.31. **“RESCO”** shall mean Renewable Energy Service Companies;

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- 1.32. **“RESCO model”** shall mean where the bidders intend to take a roof top owned by some other entity on mutually agreed terms and conditions from the roof top owner(s) and enters into the PPA with rooftop owner / DISCOM / others for supply of Solar power for 25 years from the date of Commissioning of project.
- 1.33. **“RfP”** shall mean Request for Proposal (RfP)/Bid document/Tender document
- 1.34. **“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 1956 or under the provisions of any other applicable governing law;
- 1.35. **“Successful Bidder(s) /Contractor/Project Developers(s)”** shall mean the Bidder(s) selected by Agar Smart City Limited pursuant to this RfP for Implementation of Grid Connected Roof Top Solar PV System as per the terms of the RfP Documents, and to whom an Allocation Letter has been issued;
- 1.36. **“SNA”** shall mean State Nodal Agency.
- 1.37. **“Tendered Capacity”** shall mean the Total aggregate capacity in MW as indicated in table of Clause 2.1.3, proposed to be allocated by Agra Smart City Limited to the Successful Bidder through this bidding process as per terms and conditions specified therein;
- 1.38. **“Ultimate Parent”** shall mean a company, which owns at least more than fifty percent (51%) equity either directly or indirectly in the Parent and Affiliates.
- 1.39. **“Wp”** shall mean Watt Peak.
- 1.40. **1MWp** for the purpose of conversion in **kWp** shall be considered as 1000kWp.

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

SECTION – I

A. INTRODUCTION, BID DETAILS AND INSTRUCTIONS TO THE BIDDERS

1. Introduction

- 1.1. Agra Smart City Limited intends to develop grid connect rooftop solar PV project at the various rooftops of the buildings under RESCO model. The list of building comprises of Government offices/ Hospitals/ Educational Institutions/ Household Sectors, the buildings are located in the Agra Smart City (ABD) Area, Agra, Uttar Pradesh. The projects to be installed will be grid connect through net-metering system.
- 1.2. Bidder can Submit bids under RESCO model for the Agra Smart City (ABD) Area, Agra mentioned in RfP as per Clause 2.1.2.
- 1.3. The scheme targets installation of grid-connected roof top solar PV projects on the roofs of (Government offices/ Hospitals/ Educational Institutions/ Household Sectors etc,) The generated solar power may be utilized for captive application and the surplus power will be fed to the grid. The scheme aims to reduce the fossil fuel-based electricity load on main grid and make building self-sustainable from the point of electricity, to the extent possible.
- 1.4. Agra Smart City Limited, which expression shall also include its successors and permitted assigns, hereby invites interested companies to participate in the bidding process for the selection of Successful Bidder(s) for implementation of large scale grid-connected roof top Solar Photovoltaic Projects at Agra Smart City (ABD) Area, Agra, Uttar Pradesh indicated herein under.
- 1.5. The Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the bid document must be furnished. Failure to provide the information and / or documents as required may render the bid technically unacceptable.
- 1.6. The bidder shall be deemed to have examined the bid document, to have obtained his own information in all matters whatsoever that might affect the carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents

2. Bid Details

- 2.1. The bidding process under this RfP of the rooftop scheme is for 3.19 MWp for RESCO Model as tabulated in Clause 2.1.3 below but subject to the maximum aggregate capacity of 1.5 MWp as per Clause 2.3.2 of RfP.
 - 2.1.1. Bids are invited from the prospective bidders for the tendered capacity as indicated based on the levellised tariff for RESCO Model for the allocated capacity subject to Clause 6.3.2 of RfP.

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2.1.2. Maximum allowable Levellised tariff for 25 years cost for RESCO Model is at the rate of Rs. 5.00 /- per kWh and the bids with tariff more than Rs. 5.00/- Per kWh will not be considered for evaluation and award.

2.1.3. The locations, where the projects are required to be installed along with the respective capacities for each state is indicated in the table below.

Government Buildings

S. No.	Name	Address	Capacity Rounded in kW	Area Sqm
1.	All India Radio	Shaheed Nagar Road Vibhav Nagar Agra	105	840
2.	Public Works Department	Circuit House (PDPWD) Agra	80	640
3.	Chemical Examiner	C/o Forensic Science Laboratory near Circuit House Agra 282001	185	1500
4.	The Manager Baal Bhartiya Vidhyapeeth School	Baal Bhartiya Vidhyapeeth School, Vibhav Nagar near Amit Jaggi Hospital	120	959
5.	Div Engineer Microwave	Fatehabad Road Agra 282001	160	1288
6.	Secretary, Agra Club LTD	191 Mall Road Golf Course Ground Agra	60	500
7.	Chairman Manglik Siksh	A Kendrabamroli Katara Manglik Shiksha Kendra, Agra	85	700
8.	Sr. Conservation Asst	Archaeological Survey of India, Eastern Gate Agra	30	241
9.	General Manager	Jal Sansthan, Kherati Tola Taj Ganj, (EE Office Zone III) Agra	445	3588
10.	Executive Engineer-PWD	Provincial Division (Main) PWD Agra	40	350
11.	BSNL Office	17, Shahzadi Mandi, Rakabganj, Agra, Uttar Pradesh 282001	35	306
12.	The Commissioner	27 Taj Road, Agra	50	422
13.	Nagar Nigam Inter college	Taj Ganj	160	1280
14.	Nagar Nigam Girls High School	Taj Ganj	75	614
15.	Veerangana Avanti Bai Rajkiya Balika Inter College	Fathebad Road Kalak Kheria Agra UP	200	1600
16.	UP Handi Craft (Rajeev Agarwal)	U P Handi Crafts Fatehabad Road Handicraft Nagar	80	640
Total			1910	15467

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Private Buildings

S. No.	Name	Address	Capacity Rounded in kW	Area Sqm
1.	Hotel Athithi	C/O Praveen Kumar Garg Hotel Athithi Fatehabad Road Agra	10	80
2.	Idea Mobile	Crystal Tower near Ashish Palace Agra	30	256
3.	Hotel Grand Casa (Mukand Kumar)	8, Bansal Nagar, Near Man Singh Hotel Fatehabad Road Agra	10	80
4.	Taj Inn Hotel	18/163 B-4, Taj View Crossing Fatehabad Road, Agra	10	100
5.	Hotel Ashish Palace	Jagjeevan Ram Chauraha near Haward Park Plaza Fatehabad Road, Agra	15	120
6.	Hotel Ratan Deep	18A/7B Fatehabad Road Taj Ganj Agra	10	80
7.	Madan Lal Garg	C/o Hotel Jyoti Continental 18/163A/5 Vibhav Ngr Agra	15	120
8.	Hotel Gateway	Taj View Crossing	85	680
9.	Jaypee Palace Hotel & International Conventional Centre	Fatehabad Road, Agra, Uttar Pradesh 282004	265	1720
10.	Hotel Akbar International	289, Fatehabad Rd, Tourist Complex Area, Near Man Singh Palace, Impeypura, Tajganj, Agra, Uttar Pradesh 282001	220	1760
Total			670	4996

Residential Buildings

S. No.	Name	Address	Capacity Rounded in kW	Area Sqm
1.	F1	Daresi Road	40	314.3
2.	F2	Daresi Road	15	134.4
3.	F3	Daresi Road	5	44.8
4.	F4	Daresi Road	5	51.8
5.	F5	Daresi Road	5	49
6.	F6	Daresi Road	20	175.7
7.	F7	Daresi Road	5	53.9
8.	F8	Daresi Road	5	58.8
9.	F9	Daresi Road	10	78.4

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S. No.	Name	Address	Capacity Rounded in kW	Area Sqm
10.	F10	Daresi Road	10	75.6
11.	F11	Daresi Road	10	68.6
12.	F12	Daresi Road	10	70
13.	F13	Daresi Road	5	42
14.	F14	Daresi Road	5	45.5
15.	F15	Daresi Road	35	280
16.	F16	Daresi Road	10	94.5
17.	F17	Daresi Road	10	80.5
18.	F18	Daresi Road	50	416.5
19.	F19	Daresi Road	15	129.5
20.	F20	Daresi Road	5	50.4
21.	F21	Daresi Road	5	49
22.	F22	Daresi Road	4	32.9
23.	F23	Daresi Road	4	30.8
24.	F24	Daresi Road	5	52.5
25.	F25	Daresi Road	5	52.5
26.	F26	Daresi Road	5	52.5
27.	F27	Daresi Road	4	32.2
28.	F28	Daresi Road	5	37.1
29.	F29	Daresi Road	15	128.1
30.	F30	Daresi Road	2	15.4
31.	F31	Daresi Road	60	494.2
32.	F32	Daresi Road	5	58.8
33.	F33	Daresi Road	5	65.8
34.	F34	Daresi Road	2	23.1
35.	F35	Daresi Road	20	150.5
36.	F36	Daresi Road	5	59.5
37.	F37	Daresi Road	20	142.1
38.	F38	Daresi Road	10	85.4
39.	F39	Daresi Road	15	140
40.	F40	Daresi Road	5	52.5
41.	F41	Daresi Road	20	161
42.	F42	Daresi Road	5	60.9
43.	F43	Daresi Road	30	256.2
44.	F44	Daresi Road	40	315
45.	F45	Daresi Road	45	359.1
Total			616	5221.3

2.2. Size of the Projects

2.2.1. The size of each project shall be in the range of 2kWp to 260 kWp for identified locations of concerned Urban local bodies /DISCOMs. However, the projects below 10 kWp may also be considered for residential sector/household sectors. One project may however comprise of several rooftop units. Each roof top unit can separately connect with the grid and may have separate meters.

2.3. Bid Capacity

- 2.3.1. Bidders can submit the bid for maximum capacity of 1.5 MW only for location indicated in table in Clause 2.1.3. Bidder shall quote in its price bid the capacities accordingly.
- 2.3.2. However, a Bidder can apply and is eligible to apply for a maximum capacity of 1.5 MWp for indicated under RESCO model.

3. Instructions to the Bidders

3.1. Bidder must meet the eligibility criteria independently as a Bidding Company.

- a. Bidder will be declared as a Qualified Bidder based on meeting the eligibility criteria and as demonstrated based on documentary evidence submitted by the Bidder in the Bid.
- b. Any kind of Consortium is not allowed in this Bidding Process.
- c. Further in-case where the bidding company has used the financial eligibility criteria of its parent company then it needs to be ensured that any change in the controlling equity of the Bidding company requires prior approval of Agra Smart City Limited.
- d. Bidder can submit one bid only.

3.2. Use of Technical and/or Financial Strength of Parent Company

- 3.2.1. Bidder can however use the technical and financial strength of its Parent Company or Affiliate to fulfil the Technical and/or Financial Eligibility criteria mentioned below.
- 3.2.2. In above case, Bidders shall submit an Undertaking from the Parent Company as per Format-9: Undertaking from the Financially Evaluated Entity or its Parent Company/ Ultimate Parent Company and also furnish a certificate of relationship of Parent Company or Affiliate with the Bidding Company as per Format-8: Format for certificate of relationship of Parent Company or Affiliate with the Bidding Company. Company Secretary Certificate towards shareholding pattern of the Parent Company and the Bidding Company along with a Board resolution from the Parent Company shall also be submitted.

3.3. Eligibility Criteria

3.3.1. General

- (a) The Bidder should be either a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto and engaged in the business of Solar Power.
- (b) A copy of certificate of incorporation shall be furnished along with the bid in support of above.

3.3.2. Technical Eligibility Criteria

The Bidder should have installed & commissioned at least one Grid connected Solar PV Power Project having a capacity of not less than 250 kW which should have

been commissioned at least six months prior to Techno-Commercial Bid Opening date. The list of project commissioned at least 6 months prior to Techno-Commercial Bid Opening date, indicating whether the project is grid connected, along with a copy of the Commissioning certificate and Work order/ Contract/ Agreement/ from the Client/Owner shall be submitted in support of Clause 3.3.2 above.

3.3.3. Financial Eligibility Criteria

- (a) The Bidder should have an Annual Turnover or Net worth as indicated below.
- i. The Annual turnover of Rupees 5.0 Crore per MW in any one of the last 3 financial years preceding the Bid Deadline subject to the condition that the Bidder should at least have completed one financial year.
OR
 - ii. Net worth equal to or greater than the value calculated at rate of Rs. 3.00 Crore per MW of capacity offered by the Bidder in its Bid. The Computation of Net worth shall be based on unconsolidated audited annual accounts of the last financial year immediately preceding the Bid Deadline. Share premium can be included in the Net-worth calculation in case of listed companies in India only.

In case of more than one Price Bid submitted by the Bidder, the financial eligibility criteria must be fulfilled by such Bidder for the sum total of the capacities being offered by it in its Price Bid.

In case quoted Bid capacity is less than 1 MW, Annual Turnover/Net worth requirements shall be on pro-rata basis.

The formula of calculation of net-worth shall be as follows:

Net-worth = (Paid up share capital) + {(Free reserves - Share premium) + Share premium of listed companies} - (Revaluation of reserves) - (Intangible assets) - (Miscellaneous expenditure to the extent not written off and carry forward losses).

For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

Bidders shall furnish documentary evidence as per the Format-7: Financial Eligibility Criteria Requirement, duly certified by Authorized Signatory and the Statutory Auditor / Practicing Chattered Accountant of the Bidding Company in support of their financial capability

3.4. Incorporation of a Project Company

- 3.4.1. In case the Bidder wishes to incorporate a Project Company, in such a case, Bidder if selected as a Successful Bidder can incorporate a Project Company. Bidder shall be responsible to get all clearance required/obtained in the name of the Bidding Company transferred in the name of the Project Company.

3.4.2. The aggregate equity share holding of the Successful Bidder in the issued and paid up equity share capital of the Project Company shall not be less than fifty one percent (51%) up to a period of two(2) years from the date of commissioning of the entire Sanctioned Capacity of the Project Developer.

3.5. Bid Submission by the Bidder

3.5.1. The information and/or documents shall be submitted by the Bidder as per the formats specified in Section-IV of this document.

3.5.2. Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures /pamphlets. Non-adherence to formats and / or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.

3.5.3. The Bidder shall furnish documentary evidence in support of meeting Eligibility Criteria as indicated in Clause no. 3.3.1, 3.3.2 and 3.3.3 to the satisfaction of Agra Smart City Limited and shall also furnish unconsolidated/consolidated audited annual accounts in support of meeting financial requirement, which shall consist of balance sheet, profit and loss account, profit appropriation account, auditors report, etc., as the case may be of Bidding Company or Financially Evaluated Entity for any of the last three(3) financial years immediately preceding the Bid Deadline which are used by the bidder for the purpose of calculation of Annual Turnover or of last Financial Year in case of Net Worth.

3.5.4. In case the annual accounts for the latest financial year are not audited and therefore the bidder cannot make it available, the applicant shall give certificate to this effect from their directors. In such a case, the Applicant shall provide the Audited Annual Reports for 3(Three) years preceding the year or from the date of incorporation if less than 3 years for which the Audited Annual Report is not being provided.

3.5.5. The tendering system for the work comprises three stages (i) Mandatory Documents (Bid Fee and Bid Bond) (ii) Technical Bid [Eligibility qualification] and (iii) online Financial Bid. The Bidders are required to submit the online tender and submit hard copy with all required documents in Two Sealed Envelopes – I & II, as detailed above

3.5.6. In Stage II [Technical Bid] the Bidder shall prepare the Documents comprising the Tender. Bidders shall attach all Copies of Certificates pertaining to their Eligibility Criteria, Qualification Information Documents and Credit lines / Letter of Credit / Certificates from Scheduled Banks, failing which the Bid shall not be considered.

3.5.7. Stage III - Submission of Online Financial Bid.

3.5.8. The Tender shall contain no Alterations or Additions, except those to comply with instructions issued by the Employer.

3.6. E. Submission of Tenders

Procurement of Tenders

RfP of Bidders for Design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance of Roof Top Solar PV power system at Agra Smart City (ABD) Area, Agra, Uttar Pradesh

- 3.6.1. Tender Documents may be downloaded from the e procurement portal <http://etender.up.nic.in>, <https://www.agrasmartcity.in>, <https://smartnet.nuia.org>, www.nagarnigamagra.com as indicated in the NIT
- 3.6.2. Bidders shall submit signed, complete Proposal comprising the documents and forms. The submission shall be physically (hard Copy) as well as online.
- 3.6.3. Only the authorized representative of the Bidder shall sign the original submission letters in the required format for the Qualification Documents, Technical Proposal and the Financial Proposal and shall initial all pages as required. The authorization shall be in the form of a written power of attorney attached to the Qualification Documents Proposal.
- 3.6.4. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 3.6.5. The signed Proposal shall be marked "Original". The scanned Copy shall be made from the signed original and submitted online. If there are discrepancies between the original and the scanned copies submitted online, the tender committee at ASCL shall decide the one prevails.
- 3.6.6. If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

3.7. Bid Submitted by a Bidding Company

The Bidding Company should designate one person to represent the Bidding Company in its dealings with Agra Smart City Limited.

The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquires, signing of Bid etc. The Bidding Company should submit, along with Bid, a Power of Attorney in original (as per Format-6: Power of Attorney), authorizing the signatory of the Bid.

3.8. Clarifications and Pre-Bid Meeting

- 3.8.1. The Agra Smart City Limited will not enter into any correspondence with the Bidders, except to furnish clarifications on RfP Documents, if necessary. The Bidders may seek clarifications or suggest amendments to RfP in writing, through a letter or by fax (and also soft copy by e-mail) to reach Agra Smart City Limited at the address, date and time mentioned in Bid information sheet.
- 3.8.2. The Bidder(s) or their authorized representative(s) is /are invited to attend pre-bid meeting(s), which will take place on date(s) as specified in Bid information sheet, or any such other date as notified by Agra Smart City Limited.
- 3.8.3. The purpose of the pre-bid meeting will be to clarify any issues regarding the RfP including in particular, issues raised in writing and submitted by the Bidders.
- 3.8.4. Agra Smart City Limited is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

3.9. Amendments to RfP

- 3.9.1. At any time prior to the deadline for submission of Bids, the Agra Smart City Limited may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RfP document by issuing clarification(s) and/or amendment(s).
- 3.9.2. The clarification(s)/ amendment(s) (if any) may be notified on Agra Smart City Limited website <http://www.nagarnigamagra.com> at least Two (2) days before the proposed date of submission of the Bid. If any amendment is required to be notified within Two (2) days of the proposed date of submission of the Bid, the Bid Deadline may be extended for a suitable period of time.
- 3.9.3. Agra Smart City Limited will not bear any responsibility or liability arising out of non-receipt of the information regarding Amendments in time or otherwise. Bidders must check the website for any such amendment before submitting their Bid.
- 3.9.4. In case any amendment is notified after submission of the Bid (prior to the opening of Techno-Commercial Bid. Bids received by Agra Smart City Limited shall be returned to the concerned Bidders on their request through registered post or courier and it will be for the Bidders to submit fresh Bids as the date notified by the Agra Smart City Limited for the purpose.
- 3.9.5. All the notices related to this Bid which are required to be publicized shall be uploaded on website <http://www.nagarnigamagra.com>.

3.10. Bidding Process

3.10.1. Bid Formats

- 3.10.1.1. The Bid in response to this RFP shall be submitted by the Bidders in the manner provided in Clause 3.3 & Clause 3.91.1. The Bid shall comprise of the following:

(A) ENVELOP – I (MANDATORY DOCUMENTS)

- i. Scanned Copy of Bid processing fee @ Rs. 5,000/-
- ii. Scanned Copy of Bid Bond, as per the prescribed Format shall be submitted as per Clause 3.13.
- iii. Scanned Copy of Pre Contract Integrity Pact duly Signed (On Rs 100 Non judicial stamp Paper, duly Notarized)

(B) ENVELOP- II TECHNO-COMMERCIAL DOCUMENTS

- i. Covering Letter indicating the Capacity quoted for each State as per the prescribed Format-1: Covering Letter.
- ii. Copy of PAN, TAN and GST certificates of Bidding company.
- iii. Checklist for Bank Guarantee submission requirements as prescribed in Format-5: Check List for Bank Guarantees.
- iv. Scanned copy of Original power of attorney issued by the Bidding Company in favour of the authorized person signing the Bid, in the form attached hereto as

Format-6 or standard power of attorney in favour of authorized person signing the Bid. (Power of Attorney must be supplemented by Board Resolution to above effect for the company). However, Agra Smart City Limited may accept general Power of Attorney executed in favour of Authorised signatory of the Bidder, if it shall conclusively establish that the signatory has been authorized by the Board of Directors to execute all documents on behalf of the Bidding Company.

- v. General particulars of bidders as per Format-2: General Particulars of the Bidder.
- vi. Shareholding certificate signed by the company secretary of the bidding company and shareholding certificate signed by the company secretary of the Parent company (if parent company credentials are used).
- vii. Document in support of meeting Eligibility Criteria as per Clause no. 3.3.2 & 3.3.3.
- viii. Certificates of incorporation of Bidding company and parent company (if parent company credentials are used)
- ix. Details for meeting Financial Eligibility Criteria as per Clause no. 3.3.3 in the prescribed Format-7: Financial Eligibility Criteria Requirement along with documentary evidence for the same.
- x. If credentials of Parent company are being used by the Bidding company than Format-8: Format for certificate of relationship of Parent Company or Affiliate with the Bidding Company. shall be furnished.
- xi. Undertakings from the Financially Evaluated Entity or its Parent Company/ Ultimate Parent Company as per Format-9.
- xii. Board Resolution of the Parent Company /Ultimate Parent Company of the Bidding company duly certified by the Company Secretary to provide the Performance Bank Guarantee (PBG) in the event of failure of the Bidding Company to do so.
- xiii. Board resolution for Authorised signatory
- xiv. Signed and stamped Copy of RFP Documents including amendments & clarifications by Authorised signatory on each page.

Note: All formats and relevant documents as required in the RfP shall be spiral bounded and should be flagged separately. Details of flag should be mentioned in the covering letter.

(C) BID DUE DATE

The Bidder should submit the hard copy of Bids so as to reach the address indicated below by 15:00 hrs (IST) on or before 22.07.2018

Agra Smart City Limited

Agra Nagar Nigam,

Near Sur Sadan, M. G. Road,

Agra, Uttar Pradesh – 282002

Tel.No.: 0562-2850670,2520616

3.11. Validity of Bid

3.11.1. The bid and the Price Schedule included shall remain valid for a period of 12 months from the date of techno-commercial bid opening, with bidder having no right to withdraw, revoke or cancel his offer or unilaterally vary the offer submitted or any terms thereof. In case of the bidder revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting letter of allocation, Agra Smart City Limited shall forfeit the Bid Bond furnished by him. Confirmation regarding the Bid offer validity shall be clearly mentioned in the covering letter.

3.11.2. In exceptional circumstances when letter of allocation is not issued, the Agra Smart City Limited may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid Bond provided under Clause 3.13 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Bond. A Bidder granting the request will neither be required nor permitted to modify its Bid in any manner.

3.11.3. Method of Bid Submission

3.11.3.1. The submission shall be submitted both physically (hard Copy) as well as online. The hard Copy of the Tender shall be submitted by the Bidder with Two sealed envelope and shall contain all the Documents.

3.11.3.2. Bids are required to be submitted in a single sealed cover envelope containing Envelope-I (Processing fee and Bid Bonds) and Envelope-II (Techno-Commercial documents) [hard copy and online] and Envelope III (Price Bid (s)) [online only]. Envelope should contain the documents as detailed in Clause 3.7 above.

3.11.3.3. Both Envelop – I & II shall be kept in an outermost Envelope. All the envelopes should be superscribed as “Bid for Implementation of Grid connected Roof Top Solar PV System at Agra Smart City (ABD) Area, Agra, Uttar” Envelope-I (Processing fee and Bid Bonds) and Envelope-II (Techno-Commercial documents) along with the “BID DUE DATE”.

3.11.4. The Bidders have the option of sending their Bid either by registered post; or speed post; or courier; or by hand delivery, so as to reach Agra Smart City Limited by the Bid Deadline. Bids submitted by telex/telegram/fax/e-mail shall not be considered under any circumstances. Agra Smart City Limited shall not be responsible for any delay in receipt of the Bid. Any Bid received after the Bid Deadline shall be returned unopened. It should be noted that except Envelope III, no other envelope shall contain any information/document relating to Price Bid. Agra Smart City Limited shall not be responsible for premature opening of the Price Bids in case of non-compliance of above.

3.11.5. All pages of the Bid, except for the Bid Bond, and any other document executed on

non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. However, any published document submitted with the Bid shall be signed by the authorized signatory at least on the first and last page of such document Bidders shall submit the Bid in original, duly signed by the their authorized signatory of the Bidder. No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by Agra Smart City Limited.

- 3.11.6. If the outer cover envelope or Envelope I (Bid Processing Fee and Bid Bond) or Envelope- II (Techno-Commercial Envelope) is/are not closed/sealed and not super scribed as per the specified requirement, Agra Smart City Limited will assume no responsibility for the Bid's misplacement or premature opening.
- 3.11.7. All the envelopes shall be sealed properly & shall indicate the Name & address of the Bidder. The Bid must be complete in all technical and commercial respect and should contain requisite certificates, drawings, informative literature etc. as required in the Bid document. Each page of the Bid document should be signed & stamped. Bids with any type of change or modification in any of the terms/ conditions of this document shall rejected. If necessary, additional papers may be attached by the Bidder to furnish/ submit the required information. Any term / condition proposed by the Bidder in his bid which is not in accordance with the terms and conditions of the RfP document or any financial conditions, payment terms, rebates etc. mentioned in Price Bid shall be considered as a conditional Bid and will make the Bid invalid.

3.12. Cost of Bidding

- 3.12.1. The bidder shall bear all the costs associated with the preparation and submission of his offer, and the company will in no case be responsible or liable for those costs, under any conditions. The Bidder shall not be entitled to claim any costs, charges and expenses of and incidental to or incurred by him through or in connection with his submission of bid even though Agra Smart City Limited may elect to modify / withdraw the invitation of Bid.

3.13. Bid Bond

The Bidder shall furnish the Interest free Bid Bond @ Rs. 7.00 Lakhs (Rupees Seven Lakhs only) per MWp in the form of Bank Guarantee (BG) / Demand Draft drawn in favour of "CEO, Agra Smart City Limited", payable at Agra. The initial validity of Bid Bond shall be for a period of **6 months from the Bid Deadline**, which shall be extended by the bidder as per the bid validity. If the bidder fails to extend the bid bond validity as per above on request by Agra Smart City Limited then entire Bid bond may be forfeited. The Bid Bond of unsuccessful bidders shall be returned within 30 days from the date of issue of Letter of Allocation(s) to successful bidders. Separate Bid Bond shall be furnished. Bidders submitting Bid Bond Amount less than that required amount for the tendered capacity" under RESCO than Bid for that shall not be considered.

The formula applicable to calculate the Bid Bond amount will be:

a) Bid Bond amount = (Rs. 7.00 Lakh) X Bid Capacity in MWp

Example: Participating for 1.5 MWp, the bidder has to submit Bid Bond of Rs. 7.00 Lakh x 1.5 MWp = Rs.10.5 Lakh (Rupees Ten Lakh Fifty Thousand Only).

3.13.1. The Bid Bond shall be denominated in Indian Rupees and shall:

- i. at the Bidder's option, be in the form of either a demand draft, or a bank guarantee from a List of banks as given in Annexure-B
- ii. be confirmed for payment by the of the bank giving the bank guarantee at Agra.
- iii. be submitted in its original form; copies will not be accepted; and remain valid for a minimum period of 6 months from the date of Techno Commercial bid opening, or beyond any period of extension subsequently requested under Clause 3.11.2.

3.13.2. The Successful Bidder shall sign and stamp the Allocation Letter and return the duplicate copy of the same to Agra Smart City Limited within 30 days from the date of its issue.

3.13.3. The Bid Bond shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to Agra Smart City Limited under following circumstances:

- a. Hundred percent (100%) of Bid Bond amount, if a Bidder withdraws/revokes or cancels or unilaterally varies his bid in any manner during the period of Bid Validity specified in the RFS document and in accordance with the Clause 3.11.
- b. Hundred percent (100%) of the Bid Bond amount, if the Successful Bidder fails to unconditionally accept the Allocation letter within 15 days from the date of its issue.
- c. Hundred percent (100%) of the Bid Bond amount, if the Successful Bidder fails to furnish the "Performance Security" as per the Clause 3.14.

3.14. Performance Security / Performance Bank Guarantee (PBG)

3.14.1. Within 30 days from the date of issue of Allocation letter, Successful Bidder shall furnish the Performance Security for the amount of Rs 35 Lakhs/MWp. PBG shall be submitted separately for each site for RESCO model.

The formula applicable to calculate the PBG amount will be:

PBG amount for allocation = (Rs. 35 Lakh) X Allocated Capacity in MWp.

Example: Allocating for 50kWp project, the bidder has to submit

PBG of Rs.35 Lakh X 50/1000 MWp = Rs. 1.75 Lakh (Rupees One Lakh Seventy Five Thousand Only).

3.14.2. The Performance Security shall be denominated in Indian Rupees and shall be in one of the following forms:

- a. a demand draft, or a bank guarantee from the List of banks as given in Annexure-B
- b. be confirmed for payment by the branch of the bank giving the bank

guarantee at Agra.

- 3.14.3. The PBG shall be forfeited as follows without prejudice to the Bidder being liable for any further consequential loss or damage incurred to Agra Smart City Limited.
- a. If the Successful Bidder is not able to commission the projects to the satisfaction of Agra Smart City Limited, PBG amount, pro-rata to the capacity not commissioned by the Successful Bidder. However, Hundred percent (100%) PBG amount furnished for the Sanctioned Capacity for the Agra Smart City Limited identified locations, if the Successful Bidder fails to Commission the Projects(s) to the satisfaction of Agra Smart City Limited.
 - b. In all the above cases corresponding unidentified/non-commissioned capacity shall stand cancelled.
- 3.14.4. The Performance Security shall be valid for a minimum period of 18 months from the date of issue of Allocation letter(s) and shall be renewed / extended till the completion of 25 years of O&M from the date of commissioning.

3.15. Opening of Bids

- 3.15.1. Envelope-I & II of the Bidders shall be opened on Bid Deadline date at Agra Smart City Limited office, in the presence of one representative from each of the Bidders who wish to be present.
- 3.15.2. Name of the Bidder, capacity offered shall be read out to all the Bidders at the time of opening of Envelope-I and / or Envelope-II.

3.16. Right to Withdraw the RfP and to Reject any Bid

- 3.16.1. This RfP may be withdrawn or cancelled by the Agra Smart City Limited at any time without assigning any reasons thereof. The Agra Smart City Limited further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.
- 3.16.1.1. The Agra Smart City Limited reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the RfP and make its own judgment regarding the interpretation of the same. In this regard the Agra Smart City Limited shall have no liability towards any Bidder and no Bidder shall have any recourse to the Agra Smart City Limited with respect to the selection process Agra Smart City Limited shall evaluate the Bids using the evaluation process specified in Section -I, at its sole discretion. Agra Smart City Limited decision in this regard shall be final and binding on the Bidders.
- 3.16.1.2. Agra Smart City Limited reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the Bid before submission. The decision regarding acceptance or rejection of bid by Agra Smart City Limited will be final.

3.17. Zero Deviation

- 3.17.1. This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bid Document and submit their Bid accordingly. Tenders with any deviation to the bid conditions shall be liable for rejection.

3.18. Examination of Bid Document

- 3.18.1. The Bidder is required to carefully examine the Technical Specification, terms and Conditions of Contract, and other details relating to supplies as given in the Bid Document.
- 3.18.2. The Bidder shall be deemed to have examined the bid document including the agreement/contract, to have obtained information on all matters whatsoever that might affect to execute the project activity and to have satisfied himself as to the adequacy of his bid. The bidder shall be deemed to have known the scope, nature and magnitude of the supplies and the requirements of material and labour involved etc. and as to all supplies he has to complete in accordance with the Bid document.
- 3.18.3. Bidder is advised to submit the bid on the basis of conditions stipulated in the Bid Document. Bidder's standard terms and conditions if any will not be considered. The cancellation / alteration / amendment / modification in Bid documents shall not be accepted by Agra Smart City Limited.
- 3.18.4. Bid not submitted as per the instructions to bidders is liable to be rejected. Bid shall confirm in all respects with requirements and conditions referred in this bid document.

B. CONDITIONS OF CONTRACT

3.19. Scope of Work

- 3.19.1. The scope of work for the bidder include leasing rooftop of buildings for 25 years, Obtaining No Objection Certificate (NOC)" from Distribution Company (Torrent Power) for grid connectivity, complete design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of the grid connected rooftop solar PV project including operation and maintenance (O&M) of the project for a period of Twenty Five years after commissioning.

3.20. Levelized Tariff

- 3.20.1. The Levelized tariff shall include all the costs related to above Scope of Work. Bidder shall quote for the entire facilities on a "single responsibility" basis such that the total Bid Price covers all the obligations mentioned in the Bidding Documents in respect of Design, Supply, Erection, Testing and Commissioning including Warranty, Operation & Maintenance for a period of 25 years under RESCO model, goods and services including spares required if any during O&M period. The Bidder has to take all permits, approvals and licenses, Insurance etc., provide training and such other items and services required to complete the scope of work mentioned above.
- 3.20.2. The levelized tariff quoted is on lump sum turnkey basis and the bidder is responsible for the total Scope of Work described at Clause 3.19 above.
- 3.20.3. The levelized tariff shall remain firm and fixed and shall be binding on the Successful Bidder till completion of work for payment of subsidy amount irrespective of his actual cost of execution of the project. No escalation will be granted on any reason whatsoever. The bidder shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.
- 3.20.4. The levelized tariff shall be inclusive of all duties and taxes, insurance etc .The prices quoted by the firm shall be complete in all respect and no price variation /adjustment shall be payable
- 3.20.5. The operation & maintenance of Solar Photovoltaic Power Plant would include wear, tear, overhauling, machine breakdown, insurance, and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period of 25 years under RESCO model.
- 3.20.6. The levelized tariff shall be specified in sanction letter based on Successful Bidder's quote for each state. The project cost shall be in accordance with all terms, conditions, specifications and other conditions of the Contract as accepted by the Agra Smart City Limited and incorporated into the sanction letter.
- 3.20.7. The Bidder shall complete the Price Bid for RESCO as per Format-B: Price Bid for each location State (Section-IV) furnished in the RfP Documents.

3.21. Insurance

- 3.21.1. The Bidder shall be responsible and take an Insurance Policy for transit-cum-storage-cum-erection for all the materials to cover all risks and liabilities for supply of materials on site basis, storage of materials at site, erection, testing and commissioning. The bidder shall also take appropriate insurance during O&M period.
- 3.21.2. The Bidder shall also take insurance for Third Party Liability covering loss of human life, engineers and workmen and also covering the risks of damage to the third party/material/equipment/properties during execution of the Contract. Before commencement of the work, the Bidder will ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the Contract. Liquidation, Death, Bankruptcy etc., shall be the responsibility of bidder.

3.22. Warrantees and Guarantees

- 3.22.1. The Bidder shall warrant that the goods supplied under this contract are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials. The bidder shall provide system warrantee covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of 5 years from the date of commissioning. The successful bidder has to transfer all the Guarantees /Warrantees of the different components to the Owner of the project. The responsibility of operation of Warrantee and Guarantee clauses and Claims/Settlement of issues arising out of said clauses shall be joint responsibility of the Successful bidder and the owner of the project and Agra Smart City Limited will not be responsible in any way for any claims whatsoever on account of the above.

3.23. Type and Quality of Materials and Workmanship

- 3.23.1. The Design, engineering, manufacture, supply, installation, testing and performance of the equipment shall be in accordance with latest appropriate IEC/Indian Standards as detailed in the Section- III (Technical specifications) of the bid document. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE shall be used.
- 3.23.2. The specifications of the components should meet the technical specifications mentioned in Section III.
- 3.23.3. Any supplies which have not been specifically mentioned in this Contract but which are necessary for the design, engineering, manufacture, supply & performance or completeness of the project shall be provided by the Bidder without any extra cost and within the time schedule for efficient and smooth operation and maintenance of the SPV plant.

3.24. Operation & Maintenance (O&M)

- 3.24.1. The bidder shall be responsible for Operation and Maintenance of the Roof top

Solar PV system of capacity above 10kWp for a period of 25 years, during which Agra Smart City Limited will monitor the project for effective performance in line with conditions specified elsewhere in the bid document. During this period, the bidder shall be responsible for supply of all spare parts as required from time to time for scheduled and preventive maintenance, major overhauling of the plant, replacement of defective modules, inverters, PCU's etc and maintaining log sheets for operation detail, deployment of staff for continuous operations and qualified engineer for supervision of O&M work, complaint logging & its attending.

3.25. Metering and Grid Connectivity

Metering and grid connectivity of the roof top solar PV system under this scheme would be the responsibility of the Bidder in accordance with the prevailing guidelines of the concerned DISCOM (Torrent Power) and / or CEA (if available by the time of implementation). Agra Smart City Limited /SNA could facilitate connectivity; however the entire responsibility lies with bidder only.

3.26. Plant Performance Evaluation

The successful bidder shall be required to meet minimum guaranteed generation with Performance Ratio (PR) at the time of commissioning and related Capacity Utilization Factor (CUF) as per the GHI levels of the location during the O&M period. PR should be shown minimum of 75% at the time of inspection for initial commissioning acceptance. Minimum CUF of 17% should be maintained for a period of 5years. The bidder should send the periodic plant output details to Agra Smart City Limited for ensuring the CUF. The PR will be measured at Inverter output level during peak radiation conditions.

3.27. Progress Report

The bidder shall submit the progress report monthly to Agra Smart City Limited in Prescribed Proforma. Agra Smart City Limited will have the right to depute his/their representatives to ascertain the progress of contract at the premises of works of the bidder.

3.28. Project inspection

The project above 10kWp progress will be monitored by Agra Smart City Limited and the projects will be inspected for quality at any time during commissioning or after the completion of the project either by officer(s) from Agra Smart City Limited or any authorized agency/ experts.

3.28.1. Project(s) below 10kWp shall be inspected by the bidder from the Agra Smart City Limited list of empanelled experts as per the checklist requirement of Agra Smart City Limited for release of subsidy, if required by Agra Smart City Limited. All the expenses for inspection in this regard shall be borne by the Bidder only.

3.28.1.1. Agra Smart City Limited reserves the right to do sample inspection checks for the projects commissioned by the Bidder.

3.28.2. Agra Smart City Limited may also depute a technical person(s) from its list of

empanelled experts for inspection, Third party verification, monitoring of system installed to oversee, the implementation as per required standards and also to visit the manufactures facilities to check the quality of products as well as to visit the system integrators to assess their technical capabilities as and when required.

3.29. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

3.30. Settlement of Dispute

3.30.1. If any dispute of any kind whatsoever arises between Agra Smart City Limited and Successful bidder in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent. .

3.30.2. If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance with Sub Clause 3.31.2, shall be finally settled by arbitration.

3.30.3. In Case the Contractor is a Public Sector Enterprise or a Government Department.

3.30.3.1. In case the Contractor is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusive. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

3.30.4. In Case the Contractor is not a Public Sector Enterprise or a Government Department.

3.30.4.1. In all other cases, any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

3.30.4.2. The Agra Smart City Limited and the Contractor shall each appoint one arbitrator,

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- and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within Thirty (30) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third arbitrator which shall be the President, Institution of Engineers.
- 3.30.4.3. If one party fails to appoint its arbitrator within thirty (30) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.
- 3.30.4.4. If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in Clause 3.29 (Applicable Law) and a substitute shall be appointed in the same manner as the original arbitrator.
- 3.30.4.5. Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be Agra.
- 3.30.4.6. The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.
- 3.30.4.7. The arbitrator(s) shall give reasoned award.
- 3.30.5. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree.
- 3.30.6. Cost of arbitration shall be equally shared between the Successful bidder or Contractor and Agra Smart City Limited.

3.31. Force Majeure

- 3.31.1. Notwithstanding the provisions of clauses contained in this RfP document; the contractor shall not be liable to forfeit (a) Security deposit for delay and (b) termination of contract; if he is unable to fulfill his obligation under this contract due to force majeure conditions.
- 3.31.2. For purpose of this clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by Agra Smart City Limited and its decision shall be final and binding on the contractor and all other concerned.
- 3.31.3. In the event that the contractor is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends

beyond six months, Agra Smart City Limited has the right to terminate the contract in which case, the security deposit shall be refunded to him.

- 3.31.4. If a force majeure situation arises, the contractor shall notify Agra Smart City Limited in writing promptly, not later than 14 days from the date such situation arises. The contractor shall notify Agra Smart City Limited not later than 3 days of cessation of force majeure conditions. After examining the cases, Agra Smart City Limited shall decide and grant suitable additional time for the completion of the work, if required.

3.32. Language

- 3.32.1. All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data shall be in English Language. The contract agreement and all correspondence between the Agra Smart City Limited and the bidder shall be in English language.

3.33. Other Conditions

- 3.33.1. The Successful bidder shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party without the prior consent of Agra Smart City Limited in writing.

- 3.33.2. The Successful bidder shall not display the photographs of the work and not take advantage through publicity of the work without written permission of Agra Smart City Limited and owner of the Rooftop.

- 3.33.3. The Successful bidder shall not make any other use of any of the documents or information of this contract, except for the purposes of performing the contract.

3.33.4. Successors and Assigns

In case the Agra Smart City Limited or Successful bidder may undergo any merger or amalgamation or a scheme of arrangement or similar re-organization & this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

3.33.5. Severability

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force & effect.

3.33.6. Counterparts

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instrument.

3.33.7. Rights & Remedies under the Contract only for the Parties:

RfP of Bidders for Design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance of Roof Top Solar PV power system at Agra Smart City (ABD) Area, Agra, Uttar Pradesh

This contract is not intended & shall not be construed to confer on any person other than the Agra Smart City Limited & Successful bidder hereto, any rights and / or remedies herein.

3.33.8. Price Preference for M.S.M.E

All benefits are available to MSMEs subject to compliance of provision of MSMED Act,2006 and its amendment thereof.

3.33.9. Correspondence

Bidder requiring any clarification on bid documents may contact in writing or by Fax /E Mail.

Name:	CEO, Agra Smart City Limited
Address:	Agra Smart City Limited
	Agra Nagar Nigam
	Near Sur Sadan, M. G. Road,
	Agra, Uttar Pradesh – 282002
Tel:	0562-2850670,2520616
Fax	
Email:	amcagra1@gmail.com

SECTION – II

EVALUATION CRITERIA

4. Bid Evaluation

4.1. Bid Evaluation

The evaluation process comprises the following four steps:

Step – I: Responsiveness check of Techno Commercial Bid

Step – II: Evaluation of Bidder's fulfilment of Eligibility Criteria as per Clause 3.3 of Section-I

Step – III: Evaluation of Price Bid

Step – IV: Successful Bidders(s) selection

4.2. Responsiveness Check of Techno Commercial Bid

The Techno Commercial Bid submitted by Bidders shall be scrutinized to establish responsiveness to the requirements laid down in the RfP subject to Clause 3.3.1, 3.3.2 & 3.3.3. Any of the following may cause the Bid to be considered "Non-responsive", at the sole discretion of Agra Smart City Limited:

- a. Bids that are incomplete, i.e. not accompanied by any of the applicable formats inter alia covering letter, power of attorney supported by a board resolution, applicable undertakings, format for disclosure, valid Bid Bond, etc.;
- b. Bid not signed by authorized signatory and/ or stamped in the manner indicated in this RfP;
- c. Material inconsistencies in the information/ documents submitted by the Bidder, affecting the Eligibility Criteria;
- d. Information not submitted in the formats specified in this RfP;
- e. Bid being conditional in nature;
- f. Bid not received by the Bid Deadline;
- g. Bid having Conflict of Interest;
- h. More than one Member of a Bidding Company using the credentials of the same Parent Company /Affiliate;
- i. Bidder delaying in submission of additional information or clarifications sought by Agra Smart City Limited as applicable;
- j. Bidder makes any misrepresentation.

Each Bid shall be checked for compliance with the submission requirements set forth in this RfP before the evaluation of Bidder's fulfilment of Eligibility Criteria is taken up. Clause 3.3 shall be used to check whether each Bidder meets the stipulated

requirement.

5. Preliminary Examination

- 5.1.** The Agra Smart City Limited will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and stamped and whether the Bids are otherwise in order.
- 5.2.** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total Amount that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total amount shall be corrected. If there is a discrepancy between words and figures, the amount written in words will prevail.

6. Evaluation of Bidder's Fulfilment of Eligibility Criteria

- 6.1.** Evaluation of Bidder's Eligibility will be carried out based on the information furnished by the Bidder as per the prescribed Formats and related documentary evidence in support of meeting the Eligibility Criteria as specified in Clause 3.3. Non-availability of information and related documentary evidence for the satisfaction of Eligibility Criteria may cause the Bid to be non-responsive.

6.2. Evaluation of Price Bid

Price Bid (Envelope III) of the Qualified Bidders shall be opened in presence of the representatives of such Qualified Bidders, who wish to be present, on a date as may be intimated by Agra Smart City Limited to the Bidders through Agra Smart City Limited website <http://www.nagarnigamagra.com> or Email. amcagra1@gmail.com. The evaluation of Price Bid shall be carried out based on the information furnished in Envelope III (Price Bid). The Price Bid submitted by the Bidders shall be scrutinized to ensure conformity with the RfP. Any Bid not meeting any of the requirements of this RfP may cause the Bid to be considered "Non-responsive" at the sole decision of the Agra Smart City Limited. The Price bids for the for each Site shall be evaluated separately for RESCO as follows:

The tariff quoted shall be evaluated separately as follows;

- a. The tariff shall be evaluated on levellized tariff basis quoted for the capacity.
- b. Since the maximum allowable levellized tariff for 25 years in this part is Rs 5.00/kWh, so bidder submitting bid above the maximum allowable rate shall be rejected.

6.3. Successful Bidder(S) Selection

- 6.3.1.** Bids qualifying in Clause 3.3 shall only be evaluated in this stage.
- 6.3.2.** The Levellized Tariff quoted in all Price Bids of Qualified Bidders shall be ranked from the lowest to the highest for each location/State separately.
- 6.3.2.1.** Based on the price bid quoted by the bidders, Agra Smart City Limited shall arrange the bids in the ascending order i.e. L1, L2, L3, _ _ _ (L1 being the lowest

- tariff).
- 6.3.2.2. For all the Locations lowest bidder will be declared as the successful bidder. For further allocation, the L2 bidder will be asked to match the price quoted by the L1 bidder. In case the L2 bidder refuses to match the L1 price then L3 bidder shall be offered to match L1 price. The process will continue till the next bidder matches the L1 price. The bidder who matches the L1 price will also be declared Successful bidder for that state. The intent is to have two bidders for award of work. However, Agra Smart City Limited at its own discretion may relax the condition.
- 6.3.2.3. All the qualified bidders except the L1 bidder will be given 10 days from the date of notification of L1 price on Agra Smart City Limited website to give their consent to execute the work at L1 price failing which it will be assumed that they are not interested to match L1 price. In case of more than one such response is received expressing their consent to match the L1 price and to execute the capacity then the preference shall be given in the ascending order of the bid quoted by the bidder. ie first preference will be given to L2 then L3 and so on until entire capacity is allocated.
- 6.3.3. Letter(s) of Allocation (LOA): The Letter(s) of Allocation (LOA) shall be issued to all such Successful Bidders(s) selected as per the provisions of this Clause 6.3.2.
- 6.3.4. Each Successful Bidder shall acknowledge the LOA and return duplicate copy with signature & stamp of the authorized signatory of the Successful Bidder to the Agra Smart City Limited within Thirty (30) days of issue of LOA.
- 6.3.5. If the Successful Bidder, to whom the Letter of Allocation has been issued does not fulfil any of the conditions specified in Bid document, the Agra Smart City Limited reserves the right to annul/cancel the award of the Letter of Allocation of such Successful Bidder and forfeit the PBG/Bid Bond.
- 6.3.6. The Agra Smart City Limited at its own discretion, has the right to reject any or all the Bids without assigning any reason whatsoever, at its sole discretion
- 6.3.7. There shall be no negotiation on the quoted levelized tariff between the Agra Smart City Limited and the Bidder(s), during the process of evaluation.

6.4. Increase/Decrease of Bidder Allocated Capacity

- 6.4.1. Agra Smart City Limited reserves the right to increase upto twenty five percent (25%) of the Bidder Allocated Capacity at its sole discretion and at the request of the Bidder at L1 price.
- 6.4.2. In case bidder has requested for reduction in Allocated capacity, then upto 25% reduction of allocated capacity only can be accepted by Agra Smart City Limited without forfeiture of PBG at Agra Smart City Limited sole discretion subject to the condition that bidder has received atleast sanction of 75% of allocated capacity.
- 6.4.3. In case capacity is modified by Agra Smart City Limited as per Clause 6.4.1 & 6.4.2 above, Successful bidder shall submit the equivalent amount of PBG/Amended PBG to Agra Smart City Limited within 30 days from the date of

issue of allocation letter /sanction letter.

6.5. Transfer of Capacity

- 6.5.1. At sole discretion of Agra Smart City Limited, Agra Smart City Limited may allow transfer of allocated capacity in full or part. However, such transfer shall generally be allowed as per Bidder request, if agreed by Agra Smart City Limited.
- 6.5.2. Amended Performance security (PBG pertaining to additional capacity allocated or capacity transferred shall be submitted by bidder within 30 days from the date of issue of such notification.

Note: Increase/decrease/transfer of the Successful Bidder Capacity at the time of Allocation will be at the sole discretion of Agra Smart City Limited.

6.6. Notification to Successful Bidders

- 6.6.1. The name of Successful Bidders shall be notified indicating the allocated capacity and the awarded project price in a state on Agra Smart City Limited website <http://www.nagarnigamagra.com> and also shall be notified individually through letter of allocation.

6.7. Project Allocation and Sanction

- 6.7.1. The identification of the projects (roof tops) at time of bidding is mandatory. The Bidders, however, in their own interest are advised to make a preliminary survey of availability of roof tops for which they intend to Bid, as well as issue of Grid connectivity, as non-availability of roof tops and non-completion of other formalities after allocation of project will result in forfeiture of Bid Bond/PBG amount submitted by them.
- 6.7.2. The Successful Bidders selected as described in Clause 6.3 above shall be issued Letter of Allocation (LOA) indicating the allocated capacity & Levelized tariff etc.
- 6.7.3. The bidders who have been notified as Successful Bidders, shall be given 12 months from the date of issue of Letter of Allocation for commissioning of the allocated capacity in which roofs identification is also in the bidders scope
 - 6.7.3.1. Preference should be given to Agra Smart City Limited identified roofs first. In the event of offer given by Agra Smart City Limited to the Bidder to execute the project in the Agra Smart City Limited identified roof, the time for submission of project sanction documents by the bidder to Agra Smart City Limited will be 30 days from the date of issue of allocation letter which can be extended depending upon the merit of the case. Failure of non-compliance of same shall lead to forfeiture of PBG for that State in proportion to the capacity allocated in the Agra Smart City Limited identified location.
 - 6.7.3.2. Successful bidders shall share the time and date stamping photographs of the roofs and location details with Agra Smart City Limited before entering into any legal agreement with the Owner. This has to ensure that the location identified is freshly identified and strictly complying the norms provided in Clause 13.2 below.

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- 6.7.4. For identification of additional projects, Agra Smart City Limited or state nodal agency (SNA) may provide help. However the entire responsibility of finding the buildings lies with the Bidder.
- 6.7.5. Onus of identifying the additional buildings/rooftops and completing the other documentation like finalizing the Project report and entering into agreements with the buildings/rooftops owners for all the buildings lies with the Successful Bidder within the above mentioned time frame even for the buildings/rooftops identified by Agra Smart City Limited for preferential installation.
- 6.7.6. The Bidder shall complete the design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of each project within 12 months from the date of issue of allocation Letter.
- 6.7.7. If the Bidder fails to commission the project within specified time, penalty on per day basis calculated for the Performance Security on a 6 month's period would be levied. After 6 months, the project will get cancelled and the total PBG would be forfeited. Please refer Clause 8 & 9 below for details.

7. Other Conditions

- 7.1. Bidder or owner of the building has to obtain all the necessary approvals /Consents /Clearances required for Erection, Testing, Commissioning and O&M of the project including Grid connectivity. Agra Smart City Limited shall not have any responsibility in this regard.

7.2. Bid bond and Processing fee submission

Bid bond shall be submitted separately for each location for the offered capacity in a separate envelop (along with Processing fee) superscripted with name of State for which Bid is being quoted & other details. However, Processing fee for all the States for which the bid are being submitted may be consolidated and a single DD may be furnished.

7.3. Tax Exemptions

Price bids are invited inclusive of Taxes and duties. However, Tax exemptions including certificates of any sort, if available may be dealt with the concerned Dep't of Govt. of India by the bidder. Agra Smart City Limited in no case will be responsible for providing any tax exemptions to the bidder.

7.4. Eligibility of Standalone System

- 7.4.1. Standalone system is not allowed under this scheme. The system should be grid connected.

7.5. Requirement of Approvals on Makes of the Components

- 7.5.1. The components can be procured from any source. However, these items should meet the Technical specification and standards mentioned in RFS.

7.6. Operation of the System during Weekends and General Holidays and Calculation of CUF

7.6.1. During grid failure, the SPV system stops generating. Any instances of grid failure need to be mentioned in the monthly report and those instances need to be authorised by local DISCOM (Torrent Power). Then the period will be excluded in calculation of CUF.

7.7. Taxes and duties shall be paid extra by the bidder as applicable on the Agra Smart City Limited service charges and the bid processing fee.

8. Penalty for Delay in Project Implementation

8.1. Agra Smart City Limited will issue the sanction letter(s) for the Project (s) indicating the subsidy amount(s) which will be disbursed in line with the provisions of the RfP document. The Bidder shall complete the project identification, design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of each project within 12 months from the date of issue of allocation letter.

8.2. If the bidder fails to commission the allocated capacity within 12 months from date of issue of allocation letter, Penalty on per day basis calculated for the Performance Security on a 6 months period would be levied. After 6 months allocated capacity will get cancelled and the PBG amount pro-rata to non-commissioned capacity would be forfeited.

Example: If a project of 500 kW is delayed by 36 days then the LD will be levied as given below.

$$\begin{aligned}\text{PENALTY} &= ((\text{Performance Security})/180 \text{ days}) \times \text{delayed days} \\ &= (3,50,000 / 180) \times 36 \\ &= \text{Rs.}70,000.\end{aligned}$$

9. Time of Completion of Allocated Capacity

9.1. Project completion shall be 12 months from the date of issue of allocation letter. Failure of non-compliance of same shall lead to forfeiture of PBG for that State in proportion to the capacity not identified.

9.2. For any additional capacity, bidder shall complete/commission the capacity within 3 months from the date of issue of allocation letter/sanction letter. This will include submission of project sanction documents to the satisfaction of Agra Smart City Limited.

9.3. The period of construction given in Time Schedule includes the time required for mobilisation as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

9.4. A joint programme of execution of the Work will be prepared by the Engineer-in-Charge or its representative nominated for the purpose and Successful bidders based on priority requirement of this project. This programme will take into account the time of completion mentioned in clause 9.1 above and the time allowed for

the priority Works by the Engineer-in-Charge.

- 9.5.** Monthly/Weekly implementation programme will; be drawn up by the Engineer-in-Charge jointly with the Successful bidder, based on availability of Work fronts as per Clause 9.4 above. Successful bidder shall scrupulously adhere to these targets /programmes by deploying adequate personnel, tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/programmes. In all matters concerning the extent of targets set out in the weekly and monthly programmes and the degree of achievements, the decision of the Engineer- in-Charge will be final and binding.

10. User ID For Updating The Project Progress on Bi-Weekly Basis

Successful bidder authorised representative in whose name PoA has been executed and submitted along with the bid shall be provided Password and User id for updating the project progress on monthly basis in the sanction letter/Allocation letter for the State. Successful bidder should update the info as per the requirement of the software tool. Non updating of the progress shall be considered as no progress and shall attract punitive actions as per the relevant provision of the Contract. However, the decision of Engineer –in –charge shall be final in this regard.

11. Inspection and Audit by The Government

- 11.1.** The Successful bidder shall permit the Agra Smart City Limited to inspect the Successful bidder's site, accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Agra Smart City Limited, if so required by the Agra Smart City Limited any time.

12. Commissioning /Completion Certificate:

- 12.1.** Application for completion/commissioning certificate:

When the Successful bidder fulfils his obligation under the Contract, he shall be eligible to apply for Completion Certificate. The Engineer-in-Charge shall normally issue to the Successful bidder the Completion Certificate within one month after receiving any application therefore from the Successful bidder after verifying from the completion documents and satisfying himself that the Work has been completed in accordance with and as set out in Contract documents.

- 12.1.1.** Document Submission for Issue Commissioning/ Completion Certificate :

For the purpose of Clause 12.1 above the following documents will be deemed to form the completion documents:

- a. Checklist for inspection of Roof top SPV power plants as per Agra Smart City Limited format.
- b. Project completion report from successful bidder as per Agra Smart City Limited format
- c. Project completion/satisfaction certificate from roof top owners/project developers.

12.1.2. Final Decision and Final Certificate:

12.1.2.1. Upon completion of 25 years of O&M and subject to the Engineer-in-Charge being satisfied, the Engineer-in-Charge shall (without prejudice to the rights of the Agra Smart City Limited to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the Final Certificate to that effect and the Successful bidder shall not be considered to have fulfilled the whole of his obligations under Contract until Final Certificate shall have been given by the Engineer-in-Charge notwithstanding any previous entry upon the Work and taking possession, working or using of the same or any part thereof by the Owner of Roof/Agra Smart City Limited.

12.2. Deductions from the Contract Price

12.2.1. All costs, damages or expenses which Agra Smart City Limited may have paid or incurred, which under the provisions of the Contract, the Successful bidder is liable/will be liable, will be claimed by the Agra Smart City Limited. All such claims shall be billed by the Agra Smart City Limited to the Contractor within 15 (fifteen) days of the receipt of the payment request and if not paid by the Successful bidder within the said period, the Agra Smart City Limited may, then, deduct the amount from any moneys due i.e., Performance Security or becoming due to the contractor or Successful bidder under the contract or may be recovered by actions of law or otherwise, if the Successful bidder fails to satisfy the Agra Smart City Limited of such claims.

12.3. Corrupt or Fraudulent Practices

The Agra Smart City Limited requires that Successful Bidders/ Contractors should follow the highest standard of ethics during the execution of contract. In pursuance of this policy, the Agra Smart City Limited:

- 12.3.1. defines, for the purposes of this provision, the terms set forth as follows :
- 12.3.2. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bid process or in contract execution; and
- 12.3.3. "fraudulent practice" means a misrepresentation of facts in order to influence a bid process or the execution of a contract to the detriment of the Agra Smart City Limited /Govt scheme, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Agra Smart City Limited of the benefits of free and open competition;
- 12.3.4. will declare a firm ineligible/debarred, either indefinitely or for a specific period of time, a GOVT contract if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government/ Smart City Limited schemes.

13. Debarred from Participating In Agra Smart City Limited'S Roof Top Tender

- 13.1.** Agra Smart City Limited reserves the right to carry out the performance review of each Bidder from the time of submission of Bid onwards. In case it is observed that a bidder has not fulfilled its obligations in meeting the various timelines envisaged, in addition to the other provisions of the RFS, such Bidders may be debarred from participating in Agra Smart City Limited's any future tender for a period as decided by the competent authority of Agra Smart City Limited.
- 13.2.** Any roofs on which projects has been installed or commissioned before the issue of allocation letter/sanction letter shall be construed as fraudulent activity in which case Successful bidder(s) may be debarred from participating in Agra Smart City Limited's future tender for a period as decided by the Competent authority. However, such locations may be used for installation of additional capacity with the prior approval of competent authority.

SECTION-III

TECHNICAL SPECIFICATIONS

The proposed projects shall be commissioned as per the technical specifications given below. Any shortcomings will lead to cancelation of subsidy in full or part as decided by Agra Smart City Limited & Competent Authority's decision will be final and binding on the bidder.

14. Definition

A Grid Tied Solar Rooftop Photo Voltaic (SPV) power plant consists of 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. Grid tied SPV system is without battery and should be designed with necessary features to supplement the grid power during day time. 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 or international specifications, wherever such specifications are available and applicable.

Solar PV system shall consist of following equipments/components.

- Solar PV modules consisting of required number of Crystalline PV modules.
- Grid interactive Power Conditioning Unit with Remote Monitoring System
- Mounting structures
- Junction Boxes.
- Earthing and lightening protections.
- IR/UV protected PVC Cables, pipes and accessories

14.1. Solar Photovoltaic Modules

14.1.1. The PV modules used must qualify to the latest edition of IEC PV module qualification test or equivalent BIS standards Crystalline Silicon Solar Cell Modules IEC 61215/IS14286. In addition, the modules must conform to IEC 61730 Part-2- requirements for construction & Part 2 – requirements for testing, for safety qualification or equivalent IS.

- a) For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701/IS 61701.
- b) The total solar PV array capacity should not be less than allocated capacity (kWp) and should comprise of solar crystalline modules of minimum 250 Wp and above wattage. Module capacity less than minimum 250 watts should not be accepted
- c) Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.
- d) PV modules must be tested and approved by one of the IEC authorized test centers.

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- e) The module frame shall be made of corrosion resistant materials, preferably having anodized aluminum.
 - f) The bidder shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his bid. Agra Smart City Limited /owners shall allow only minor changes at the time of execution.
 - g) Other general requirement for the PV modules and subsystems shall be the Following:
 - I. The rated output power of any supplied module shall have tolerance of +/- 3%.
 - II. The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series connected modules) shall not vary by more than 2 (two) per cent from the respective arithmetic means for all modules and/or for all module strings, as the case may be.
 - III. The module shall be provided with a junction box with either provision of external screw terminal connection or sealed type and with arrangement for provision of by-pass diode. The box shall have hinged, weather proof lid with captive screws and cable gland entry points or may be of sealed type and IP-65 rated.
 - IV. I-V curves at STC should be provided by bidder.
- 14.1.2. Modules deployed must use a RF identification tag. The following information must be mentioned in the RFID used on each modules (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions).
- a) Name of the manufacturer of the PV module
 - b) Name of the manufacturer of Solar Cells.
 - c) Month & year of the manufacture (separate for solar cells and modules)
 - d) Country of origin (separately for solar cells and module)
 - e) I-V curve for the module Wattage, I_m , V_m and FF for the module
 - f) Unique Serial No and Model No of the module
 - g) Date and year of obtaining IEC PV module qualification certificate.
 - h) Name of the test lab issuing IEC certificate.
 - i) Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001
- 14.1.3. Warranties:
- a) Material Warranty:
 - i. Material Warranty is defined as: The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a period not less than five (05) years from the date of sale to the original customer ("Customer")
 - ii. Defects and/or failures due to manufacturing
 - iii. Defects and/or failures due to quality of materials
 - iv. Non conformity to specifications due to faulty manufacturing and/or inspection processes. If the solar Module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s), at the Owners sole

option

b) Performance Warranty:

- i. The predicted electrical degradation of power generated not exceeding 20% of the minimum rated power over the 25 year period and not more than 10% after ten years period of the full rated original output.

15. Array Structure

- a) Hot dip galvanized MS mounting structures may be used for mounting the modules/ panels/arrays. Each structure should have angle of inclination as per the site conditions to take maximum insolation. However to accommodate more capacity the angle inclination may be reduced until the plant meets the specified performance ratio requirements.
- b) The Mounting structure shall be so designed to withstand the speed for the wind zone of Agra where a PV system is proposed to be installed. It may be ensured that the design has been certified by a recognized Lab/ Institution in this regard and submit wind loading calculation sheet to Agra Smart City Limited. Suitable fastening arrangement such as grouting and calming should be provided to secure the installation against the specific wind speed.
- c) The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS 4759.
- d) Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts. Aluminium structures also can be used which can withstand the wind speed of respective wind zone. Necessary protection towards rusting need to be provided either by coating or anodization.
- e) The fasteners used should be made up of stainless steel. The structures shall be designed to allow easy replacement of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels
- f) Regarding civil structures the bidder need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof.
- g) The total load of the structure (when installed with PV modules) on the terrace should be less than 60 kg/m².
- h) The minimum clearance of the structure from the roof level should be 300 mm.

16. Junction Boxes (JBs)

- a) The junction boxes are to be provided in the PV array for termination of connecting cables. The J. Boxes (JBs) shall be made of GRP/FRP/Powder Coated Aluminium /cast aluminium alloy with full dust, water & vermin proof arrangement. All wires/cables must be terminated through cable lugs. The JB's shall be such that input & output termination can be made through suitable cable glands.
- b) Copper bus bars/terminal blocks housed in the junction box with suitable termination threads conforming to IP65 standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry. Single / double compression cable

glands. Provision of earthings. It should be placed at 5 feet height or above for ease of accessibility.

- c) Each Junction Box shall have High quality Suitable capacity Metal Oxide Varistors (MOVs) / SPDs, suitable Reverse Blocking Diodes. The Junction Boxes shall have suitable arrangement monitoring and disconnection for each of the groups.
- d) Suitable markings shall be provided on the bus bar for easy identification and the cable ferrules must be fitted at the cable termination points for identification

17. DC Distribution Board

- a) DC Distribution panel to receive the DC output from the array field.
- b) DC DPBs shall have sheet from enclosure of dust & vermin proof conform to IP 65 protection. The bus bars are made of copper of desired size. Suitable capacity MCBs/MCCB shall be provided for controlling the DC power output to the PCU along with necessary surge arrestors.

18. AC Distribution Panel Board

- a) AC Distribution Panel Board (DPB) shall control the AC power from PCU/ inverter, and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar while in grid tied mode.
- b) All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS60947 part I, II and III.
- c) The changeover switches, cabling work should be undertaken by the bidder as part of the project.
- d) All the Panel's shall be metal clad, totally enclosed, rigid, floor mounted, air - insulated, cubical type suitable for operation on three phase / single phase, 415 or 230 volts, 50 Hz
- e) The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.
- f) All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.
- g) Should conform to Indian Electricity Act and rules (till last amendment).
- h) All the 415 AC or 230 volts devices / equipment like bus support insulators, circuit breakers, SPDs, VTs etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions

Variation in supply voltage	+/- 10 %
Variation in supply frequency	+/- 3 Hz

19. PCU/Array Size Ratio

- a) The combined wattage of all inverters should not be less than rated capacity of power plant under STC.
- b) Maximum power point tracker shall be integrated in the PCU/inverter to maximize energy drawn from the array.

20. PCU/ Inverter

As SPV array produce direct current electricity, it is necessary to convert this direct current into alternating current and adjust the voltage levels to match the grid voltage. Conversion shall be achieved using an electronic Inverter and the associated control and protection devices. All these components of the system are termed the "Power Conditioning Unit (PCU)". In addition, the PCU shall also house MPPT (Maximum Power Point Tracker), an interface between Solar PV array & the Inverter, to the power conditioning unit/inverter should also be DG set interactive. If necessary. Inverter output should be compatible with the grid frequency. Typical technical features of the inverter shall be as follows:

- Switching devices: IGBT/MOSFET
- Control: Microprocessor /DSP
- Nominal AC output voltage and frequency: 415V, 3 Phase, 50 Hz (In case single phase inverters are offered, suitable arrangement for balancing the phases must be made.)
- Output frequency: 50 Hz
- Grid Frequency Synchronization range: + 3 Hz or more
- Ambient temperature considered: -20o C to 50o C
- Humidity: 95 % Non-condensing
- Protection of Enclosure: IP-20(Minimum) for indoor.
IP-65(Minimum) for outdoor.\
- Grid Frequency Tolerance range: + 3 or more
- Grid Voltage tolerance: - 20% & + 15 %
- No-load losses: Less than 1% of rated power
- Inverter efficiency(minimum): >93% (In case of 10kW or above)
- Inverter efficiency (minimum): > 90% (In case of less than 10 kW)
- THD: < 3%
- PF: > 0.9

- a) Three phase PCU/ inverter shall be used with each power plant system (10kW and/or above) but In case of less than 10kW single phase inverter can be used.
- b) PCU/inverter shall be capable of complete automatic operation including wake-up, synchronization & shutdown.
- c) The output of power factor of PCU inverter is suitable for all voltage ranges or sink of reactive power, inverter should have internal protection arrangement against any sustainable fault in feeder line and against the lightning on feeder.
- d) Built-in meter and data logger to monitor plant performance through external computer shall be provided.
- e) The power conditioning units / inverters should comply with applicable IEC/ equivalent BIS standard for efficiency measurements and environmental tests as per standard codes IEC 61683/IS 61683 and IEC 60068-2(1,2,14,30) /Equivalent BIS Std.
- f) The charge controller (if any) / MPPT units environmental testing should qualify IEC 60068-2(1, 2, 14, 30)/Equivalent BIS std. The junction boxes/ enclosures

should be IP 65(for outdoor)/ IP 54 (indoor) and as per IEC 529 specifications.

- g) The PCU/ inverters should be tested from the MNRE approved test centres / NABL /BIS /IEC accredited testing- calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses.

21. Integration of PV Power with Grid

The output power from SPV would be fed to the inverters which converts DC produced by SPV array to AC and feeds it into the main electricity grid after synchronization. In case of grid failure, or low or high voltage, solar PV system shall be out of synchronization and shall be disconnected from the grid. Once the DG set comes into service PV system shall again be synchronized with DG supply and load requirement would be met to the extent of availability of power. 4 pole isolation of inverter output with respect to the grid/ DG power connection need to be provided.

22. Data Acquisition System / Plant Monitoring

- i. Data Acquisition System shall be provided for each of the solar PV plant.
- ii. Data Logging Provision for plant control and monitoring, time and date stamped system data logs for analysis with the high quality, suitable PC. Metering and Instrumentation for display of systems parameters and status indication to be provided.
- iii. Solar Irradiance: An integrating Pyranometer / Solar cell based irradiation sensor (along with calibration certificate) provided, with the sensor mounted in the plane of the array. Readout integrated with data logging system.
- iv. Temperature: Temperature probes for recording the Solar panel temperature and/or ambient temperature to be provided complete with readouts integrated with the data logging system
- v. The following parameters are accessible via the operating interface display in real time separately for solar power plant:
 - a. AC Voltage.
 - b. AC Output current.
 - c. Output Power
 - d. Power factor.
 - e. DC Input Voltage.
 - f. DC Input Current.
 - g. Time Active.
 - h. Time disabled.
 - i. Time Idle.
 - j. Power produced
 - k. Protective function limits (Viz-AC Over voltage, AC Under voltage, Over frequency, Under frequency ground fault, PV starting voltage, PV stopping voltage.
- vi. All major parameters available on the digital bus and logging facility for energy auditing through the internal microprocessor and read on the digital front panel at any time) and logging facility (the current values, previous values for up to a

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- month and the average values) should be made available for energy auditing through the internal microprocessor and should be read on the digital front panel.
- vii. PV array energy production: Digital Energy Meters to log the actual value of AC/ DC voltage, Current & Energy generated by the PV system provided. Energy meter along with CT/PT should be of 0.5 accuracy class.
 - viii. Computerized DC String/Array monitoring and AC output monitoring shall be provided as part of the inverter and/or string/array combiner box or separately.
 - ix. String and array DC Voltage, Current and Power, Inverter AC output voltage and current (All 3 phases and lines), AC power (Active, Reactive and Apparent), Power Factor and AC energy (All 3 phases and cumulative) and frequency shall be monitored.
 - x. Computerized AC energy monitoring shall be in addition to the digital AC energy meter.
 - xi. The data shall be recorded in a common work sheet chronologically date wise. The data file shall be MS Excel compatible. The data shall be represented in both tabular and graphical form.
 - xii. All instantaneous data shall be shown on the computer screen.
 - xiii. Software shall be provided for USB download and analysis of DC and AC parametric data for individual plant.
 - xiv. Provision for Internet monitoring and download of data shall be also incorporated.
 - xv. Remote Server and Software for centralized Internet monitoring system shall be also provided for download and analysis of cumulative data of all the plants and the data of the solar radiation and temperature monitoring system.
 - xvi. Ambient / Solar PV module back surface temperature shall be also monitored on continuous basis.
 - xvii. Simultaneous monitoring of DC and AC electrical voltage, current, power, energy and other data of the plant for correlation with solar and environment data shall be provided.
 - xviii. Remote Monitoring and data acquisition through Remote Monitoring System software at the owner / Agra Smart City Limited location with latest software/hardware configuration and service connectivity for online / real time data monitoring/control complete to be supplied and operation and maintenance/control to be ensured by the supplier. Provision for interfacing these data on Agra Smart City Limited server and portal in future shall be kept.

23. TRANSFORMER “IF REQUIRED” & METERING

- a) Dry/oil type relevant kVA, 11kV/415V, 50 Hz Step up along with all protections, switchgears, Vacuum circuit breakers, cables etc. along with required civil work.
- b) The bidirectional electronic energy meter (0.5 S class) shall be installed for the measurement of import/Export of energy.
- c) The bidder must take approval/NOC from the Concerned DISCOM for the connectivity, technical feasibility, and synchronization of SPV plant with distribution network and submit the same to Agra Smart City Limited before commissioning of SPV plant.

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- d) Reverse power relay shall be provided by bidder (if necessary), as per the local DISCOM requirement.

24. Power consumption

- a) Regarding the generated power consumption, priority need to give for internal consumption first and thereafter any excess power can be exported to grid. Finalization of tariff is not under the purview of Agra Smart City Limited or MNRE. Decisions of appropriate authority like DISCOM (Torrent Power), state regulator may be followed.

25. Protections

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

25.1. Lightning Protection

The SPV power plants shall be provided with lightning & overvoltage protection. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc. The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors. Lightning protection should be provided as per IEC62305 standard. The protection against induced high-voltages shall be provided by the use of metal oxide varistors (MOVs) and suitable earthing such that induced transients find an alternate route to earth.

25.2. Surge Protection

Internal surge protection shall consist of three MOV type surge-arrestors connected from +ve and -ve terminals to earth (via Y arrangement)

25.3. Earthing Protection

- i. Each array structure of the PV yard should be grounded/ earthed properly as per IS:3043-1987. In addition the lightning arrester/masts should also be earthed inside the array field. Earth Resistance shall be tested in presence of the representative of Department/Agra Smart City Limited as and when required after earthing by calibrated earth tester. PCU, ACDB and DCDB should also be earthed properly.
- ii. Earth resistance shall not be more than 5 ohms. It shall be ensured that all the earthing points are bonded together to make them at the same potential.

25.4. Grid Islanding

- i. In the event of a power failure on the electric grid, it is required that any independent power-producing inverters attached to the grid turn off in a short period of time. This prevents the DC-to-AC inverters from continuing to feed power into small sections of the grid, known as "islands." Powered islands present a risk

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- to workers who may expect the area to be unpowered, and they may also damage grid-tied equipment. The Rooftop PV system shall be equipped with islanding protection. In addition to disconnection from the grid (due to islanding protection) disconnection due to under and over voltage conditions shall also be provided.
- ii. A manual disconnect 4pole isolation switch beside automatic disconnection to grid would have to be provided at utility end to isolate the grid connection by the utility personnel to carry out any maintenance. This switch shall be locked by the utility personnel

26. Cables

Cables of appropriate size to be used in the system shall have the following characteristics:

- i. Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards
- ii. Temp. Range: -10°C to $+80^{\circ}\text{C}$.
- iii. Voltage rating 660/1000V
- iv. Excellent resistance to heat, cold, water, oil, abrasion, UV radiation
- v. Flexible
- vi. Sizes of cables between array interconnections, array to junction boxes, junction boxes to Inverter etc. shall be so selected to keep the voltage drop (power loss) of the entire solar system to the minimum. The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use.
- vii. Cable Routing/ Marking: All cable/wires are to be routed in a GI cable tray and suitably tagged and marked with proper manner by good quality ferule or by other means so that the cable easily identified.
- viii. The Cable should be so selected that it should be compatible up to the life of the solar PV panels i.e. 25years.
- ix. The ratings given are approximate. Bidder to indicate size and length as per system design requirement. All the cables required for the plant provided by the bidder. Any change in cabling sizes if desired by the bidder/approved after citing appropriate reasons. All cable schedules/layout drawings approved prior to installation.
- x. Multi Strand, Annealed high conductivity copper conductor PVC type 'A' pressure extruded insulation or XLPE insulation. Overall PVC/XLPE insulation for UV protection Armoured cable for underground laying. All cable trays including covers to be provided. All cables conform to latest edition of IEC/ equivalent BIS Standards as specified below: BoS item / component Standard Description Standard Number Cables General Test and Measuring Methods, PVC/XLPE insulated cables for working Voltage up to and including 1100 V, UV resistant for outdoor installation IS /IEC 69947.
- xi. The size of each type of DC cable selected shall be based on minimum voltage drop however; the maximum drop shall be limited to 1%.
- xii. The size of each type of AC cable selected shall be based on minimum voltage drop however; the maximum drop shall be limited to 2 %.

27. Connectivity

The maximum capacity for interconnection with the grid at a specific voltage level shall be as specified in the Distribution Code/Supply Code of the State and amended from time to time. Following criteria have been suggested for selection of voltage level in the distribution system for ready reference of the solar suppliers.

Plant Capacity	Connecting voltage
Up to 10 kW	240V-single phase or 415V-three phase at the option of the consumer
Above 10kW and up to 100 kW	415V – three phase
Above 100kW	At HT/EHT level (11kV/33kV/66kV) as per DISCOM (Torrent Power) rules

- i. The maximum permissible capacity for rooftop shall be 1 MW for a single net metering point.
- ii. Utilities may have voltage levels other than above, DISCOMS (Torrent Power) may be consulted before finalization of the voltage level and specification be made accordingly.
- iii. For large PV system (Above 100 kW) for commercial installation having large load, the solar power can be generated at low voltage levels and stepped up to 11 kV level through the step up transformer. The transformers and associated switchgear would require to be provided by the SPV bidders.

28. Tools & Tackles and Spares

- i. After completion of installation & commissioning of the power plant, necessary tools & tackles are to be provided free of cost by the bidder for maintenance purpose. List of tools and tackles to be supplied by the bidder for approval of specifications and make from Agra Smart City Limited / owner.
- ii. A list of requisite spares in case of PCU/inverter comprising of a set of control logic cards, IGBT driver cards etc. Junction Boxes. Fuses, MOVs / arrestors, MCCBs etc along with spare set of PV modules be indicated, which shall be supplied along with the equipment. A minimum set of spares shall be maintained in the plant itself for the entire period of warranty and Operation & Maintenance which upon its use shall be replenished.

29. Danger Boards and Signages

Danger boards should be provided as and where necessary as per IE Act. /IE rules as amended up to date. Three signage shall be provided one each at battery –cum-control room, solar array area and main entry from administrative block. Text of the signage may be finalized in consultation with Agra Smart City Limited / owner.

30. Fire Extinguishers

The firefighting system for the proposed power plant for fire protection shall be consisting of:

- a) Portable fire extinguishers in the control room for fire caused by electrical short circuits
- b) Sand buckets in the control room
- c) The installation of Fire Extinguishers should confirm to TAC regulations and BIS standards. The fire extinguishers shall be provided in the control room housing PCUs as well as on the Roof or site where the PV arrays have been installed.

31. Drawings & Manuals

- i. Two sets of Engineering, electrical drawings and Installation and O&M manuals are to be supplied. Bidders shall provide complete technical data sheets for each equipment giving details of the specifications along with make/makes in their bid along with basic design of the power plant and power evacuation, synchronization along with protection equipment.
- ii. Approved ISI and reputed makes for equipment be used.
- iii. For complete electro-mechanical works, bidders shall supply complete design, details and drawings for approval to Agra Smart City Limited/owners before progressing with the installation work

32. Planning and Designing

- i. The bidder should carry out Shadow Analysis at the site and accordingly design strings & arrays layout considering optimal usage of space, material and labor. The bidder should submit the array layout drawings along with Shadow Analysis Report to Agra Smart City Limited /Owner for approval.
- ii. Agra Smart City Limited reserves the right to modify the landscaping design, Layout and specification of sub-systems and components at any stage as per local site conditions/requirements.
- iii. The bidder shall submit preliminary drawing for approval & based on any modification or recommendation, if any. The bidder submit three sets and soft copy in CD of final drawing for formal approval to proceed with construction work.

33. Drawings to be Furnished by Bidder after Award of Contract

- i. The Contractor shall furnish the following drawings Award/Intent and obtain approval
- ii. General arrangement and dimensioned layout
- iii. Schematic drawing showing the requirement of SV panel, Power conditioning Unit(s)/ inverter, Junction Boxes, AC and DC Distribution Boards, meters etc.
- iv. Structural drawing along with foundation details for the structure.
- v. Itemized bill of material for complete SV plant covering all the components and associated accessories.
- vi. Layout of solar Power Array
- vii. Shadow analysis of the roof

34. Solar PV System on the Rooftop for Meeting the Annual Energy Requirement

The Solar PV system on the rooftop of the selected buildings will be installed for meeting upto 90% of the annual energy requirements depending upon the area of rooftop available and the remaining energy requirement of the office buildings will be met by drawing power from grid at commercial tariff of DISCOMs.

35. Safety Measures

The bidder shall take entire responsibility for electrical safety of the installation(s) including connectivity with the grid and follow all the safety rules & regulations applicable as per Electricity Act, 2003 and CEA guidelines etc.

RfP of Bidders for Design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance of Roof Top Solar PV power system at Agra Smart City (ABD) Area, Agra, Uttar Pradesh

SECTION – IV

FORMATS & ANNEXURES

Format-A: Shareholding Certificate

Name of the Equity holder	Type and Number of shares owned	% of equity holding	Extent of Voting rights

(Signature of Authorized Signatory & Company Secretary) With Seal

Stamp and Signature of the Company Secretary / Chartered Accountant

Format-B: Price Bid

(To be submitted online only)

RfP No: _____

Dated: _____

Year of Operation	Tariff (Rs/kWh)	Discount Factor at 11% (or as applicable)	Discounted Tariff (Rs/kWh)
(1)	(2)	(3)	(4)=(2)X(3)
Year 1 w.e.f. date of commercial operation to 31 st March of immediately succeeding financial year		1.000	X1
Year 2 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.901	X2
Year 3 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.812	X3
Year 4 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.731	X4
Year 5 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.659	X5
Year 6 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.593	X6
Year 7 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.535	X7
Year 8 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.482	X8
Year 9 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.434	X9
Year 10 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.391	X10
Year 11 w.e.f 1 st April to 31 st March of immediately succeeding financial year		0.352	X11
Year 12 w.e.f 1 st April to 31 st March of immediately succeeding financial		0.317	X12

RfP of Bidders for Design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance of Roof Top Solar PV power system at Agra Smart City (ABD) Area, Agra, Uttar Pradesh

Year of Operation	Tariff (Rs/kWh)	Discount Factor at 11% (or as applicable)	Discounted Tariff (Rs/kWh)
year			
Year 13 w.e.f 1st April to 31st March of immediately succeeding financial year		0.286	X13
Year 14 w.e.f 1st April to 31st March of immediately succeeding financial year		0.258	X14
Year 15 w.e.f 1st April to 31st March of immediately succeeding financial year		0.232	X15
Year 16 w.e.f 1st April to 31st March of immediately succeeding financial year		0.209	X16
Year 17 w.e.f 1st April to 31st March of immediately succeeding financial year		0.188	X17
Year 18 w.e.f 1st April to 31st March of immediately succeeding financial year		0.170	X18
Year 19 w.e.f 1st April to 31st March of immediately succeeding financial year		0.153	X19
Year 20 w.e.f 1st April to 31st March of immediately succeeding financial year		0.138	X20
Year 21 w.e.f 1st April to 31st March of immediately succeeding financial year		0.124	X21
Year 22 w.e.f 1st April to 31st March of immediately succeeding financial year		0.112	X22
Year 23 w.e.f 1st April to 31st March of immediately succeeding financial year		0.101	X23
Year 24 w.e.f 1st April to 31st March of immediately succeeding financial		0.091	X24

RfP of Bidders for Design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance of Roof Top Solar PV power system at Agra Smart City (ABD) Area, Agra, Uttar Pradesh

Year of Operation	Tariff (Rs/kWh)	Discount Factor at 11% (or as applicable)	Discounted Tariff (Rs/kWh)
year			
Year 25 w.e.f 1st April to 31st March of immediately succeeding financial year		0.082	X25
Total		9.351	X=X1+X2+X3+X25
Levellized Tariff for 25 years (in Rs /kWh) = X / 9.351			
Levellized Tariff for 25 years in words			

Note:

- a. The levellized tariff shall be calculated up to three decimal places. However in case of a tie it may be expanded to break the tie.
- b. Tariff stream quoted by the bidder shall be levellized with a discounting rate of 11% (or as applicable) only.
- c. Maximum allowable levellized tariff for this part is Rs _____ Per kWh.
- d. Bids not in conformity with above provisions will be rejected.

Date:

Signature:.....

Place:

Printed Name.....

Designation:.....

Business Address:

(Company Stamp).....

RfP of Bidders for Design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance of Roof Top Solar PV power system at Agra Smart City (ABD) Area, Agra, Uttar Pradesh

Format-1: Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company)

Ref. No. _____

Date: _____

From: _____

(Insert name and address of Bidding Company)

Tel.#: _____ Fax#: _____

E-mail address# _____

To

Agra Smart City Limited

Agra Nagar Nigam,

Near Sur Sadan, M. G. Road,

Agra, Uttar Pradesh – 282002

Tel.No.: 0562-2850670,2520616

Sub: Bid for “Implementation of Grid connected Roof Top Solar PV System at Agra Smart City (ABD) Area, Agra, Uttar Pradesh”

Dear Sir,

We, the undersigned [insert name of the ‘Bidder’] having read, examined and understood in detail the RFS Document for Implementation of Grid connected Roof Top Solar PV System Scheme in Selected States in India hereby submit our Bid comprising of Price Bid and Techno Commercial Bid. We confirm that neither we nor any of our Parent Company / Affiliate/Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RfP.

1. We give our unconditional acceptance to the RfP, dated.....and RfP Documents attached thereto, issued by Agra Smart City Limited, as amended. This shall also be construed as a token of our acceptance to the RFS Documents including all its amendments and clarifications uploaded on Agra Smart City Limited website <http://www.nagarnigamagra.com>

RfP of Bidders for Design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance of Roof Top Solar PV power system at Agra Smart City (ABD) Area, Agra, Uttar Pradesh

We shall ensure that we execute such RfP Documents as per the provisions of the RfP and all provisions of such RfP Documents shall be binding on us.

2. Bid Capacity

We have bid for the following capacities at Agra Smart City (ABD) Area, Agra, Uttar Pradesh and have accordingly submitted our Price Bids for the same.

S. No.	Location	Bid Capacity in kW
1		
2		
3..		
...		
TOTAL: (SHALL NOT EXCEED ____ MWp)		

3. Bid Bond

We have enclosed a Bid Bond of Rs.....(Insert Amount), in the form of bank guarantee no.....(Insert number of the bank guarantee) dated.....[Insert date of bank guarantee] as per Formatfrom.....(Insert name of bank providing Bid Bond) and valid up toin terms of Clauseof this RfP. The offered quantum of power by us is.....kWp . (Insert total capacity offered).

(add details as per above for more than one Bid Bonds as applicable)

4. Processing Fee

We have enclosed DD of Rs.....{Insert Amount as per Clause 7.2 and Clause 3.13 A (iii)}, in the form of DD no.....(Insert number of the DD) dated.....[Insert date of DD] from(Insert name of bank providing DD). Further, We have enclosed DD of Rs. /- (Rs.....only) exclusive of GST, in the form of DD no.....(Insert number of the DD) dated.....[Insert date of DD] from(Insert name of bank providing DD).

5. We have submitted our Price Bid strictly as per Section IV of this RfP, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said format(s).

6. In case we are a Successful Bidder, we shall furnish a declaration at the time of commissioning of the Project to the effect that neither we have availed nor we shall avail in future any subsidy other than received from Agra Smart City Limited for implementation of the project.

7. Acceptance

We hereby unconditionally and irrevocably agree and accept that the decision made by Agra Smart City Limited in respect of any matter regarding or arising out of the RfP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of projects of capacity offered by us.

8. Familiarity with Relevant Indian Laws & Regulations

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RfP Documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in RfP have been fully examined and considered while submitting the Bid.

9. We are enclosing herewith the Envelope-I (Covering letter, Processing fee and Bid Bonds) Envelope-II (Techno-Commercial documents) and Envelope III (Price Bids) containing duly signed formats, each one duly sealed separately, in one original as desired by you in the RfP for your consideration.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RfP and subsequent communications from Agra Smart City Limited. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the RfP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of 12 month from the Bid deadline. We confirm that we have not taken any deviation so as to be deemed non-responsive.

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

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

Format-2: General Particulars of the Bidder

S. No.	Particulars	Details
1.	Name of the Company	
2.	Registered Office Address	
3.	Telephone, Telex, Fax No	
4.	E-mail	
5.	Web site	
6.	Authorized Contact Person(s) with name, designation Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
7.	Year of Incorporation	
8.	Bidding company PAN Number	
9.	Bidding company TAN Number	
10.	Have the bidder/Company ever been debarred By any Govt. Dept. / Undertaking for undertaking any work.	
11.	Reference of any document information attached by the Bidder other than specified in the RfP.	
12.	Whether the Bidder wishes to form a Project Company for execution of work	Yes/No/May be
13.	Bidding company is listed in India	Yes/No
14.	Details of the Ownership structure (Details of persons owning 10% or more of the Total Paid up equity of the Bidding Company in the Format as below	
15.	Bid Bond Bank guarantee No	
16.	Validity of Bid Bond	
17.	<ul style="list-style-type: none"> • Banker E-mail ID, • FAX No of the banker • Correspondence address & Pin Code 	

(Signature of Authorized Signatory) With Seal

Format-3: Format for Bid Bond

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

Ref. _____

Bank Guarantee No. _____

Date: _____

In consideration of the ----[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfP inter alia for selection of the Project for the capacity of MW [Insert Capacity] in response to the RfP No. dated issued by Agra Smart City Limited (hereinafter referred to as Agra Smart City Limited) and Agra Smart City Limited considering such response to the RfP of[insert the name of the Bidder] as per the terms of the RfP, the_____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to Agra Smart City Limited at [Insert Name of the Place from the address of Agra Smart City Limited] forthwith on demand in writing from Agra Smart City Limited or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees ----- [Insert amount not less than that derived on the basis of Rs. ___ Lakhs per MW of cumulative capacity proposed only, on behalf of M/s. _____ [Insert name of the Bidder] .

This guarantee shall be valid and binding on this Bank up to and including [insert date of validity in accordance with Clause 3.13 of this RfP] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs._____ (Rs. _____ only). Our Guarantee shall remain in force until _____ [insert date of validity in accordance with Clause 3.13 of this RfP]. Agra Smart City Limited shall be entitled to invoke this Guarantee till _____ [Insert date which is 30 days after the date in the preceding sentence].

The Guarantor Bank hereby agrees and acknowledges that the Agra Smart City Limited shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

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

City Limited.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the Bidder] and/or any other person. The Guarantor Bank shall not require Agra Smart City Limited to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Agra Smart City Limited in respect of any payment made hereunder.

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until _____ [Date to be inserted on the basis of Clause 3.13 of this RfP] with an additional claim period of thirty (30) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if

Agra Smart City Limited serves upon us a written claim or demand.

Signature _____ Name _____

Power of Attorney No. _____ Email ID _____

For

_____ [Insert Name of the Bank]

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20_____

Format-4: Format for Performance Bank Guarantee (PBG)

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

In consideration of the ---- [Insert name of the Bidder] (hereinafter referred to as selected Successful Bidder(SB)) submitting the response to RfP inter alia for selection of the Project for the capacity of MW under Roof Top solar PV Project in response to the RfP No _____ dated..... issued by Agra Smart City Limited (hereinafter referred to as Agra Smart City Limited) and Agra Smart City Limited considering such response to the RfP of[insert the name of the Successful Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of allocation No ----- to----- (insert the name of the Successful Bidder(SB)) as per terms of RfP and the same having been accepted by the selected SB or a Project Company, M/s ----- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfP, the _____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to Agra Smart City Limited at _____ [Insert Name of the Place from the address of the Agra Smart City Limited forthwith on demand in writing from Agra Smart City Limited or any Officer authorised by it in this behalf, any amount upto and not exceeding Rupees _____ [Total Value] only, on behalf of M/s _____ Bidder(SB)/ Project Company] [Insert name of the selected Successful

This guarantee shall be valid and binding on this Bank up to and including.....[insert date of validity in accordance with Clause 3.14 of this RfP]. and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) Our Guarantee shall remain in force until _____ [insert date of validity in accordance with Clause 3.13 of this RfP]. Agra Smart City Limited shall be entitled to invoke this Guarantee till _____ [Insert date which is 30 days after the date in the preceding sentence].

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by -----[Insert name of the Successful Bidder(SB)/ Project Company as applicable] and/or any other person. The Guarantor Bank shall not require Agra Smart City Limited to justify the invocation of this

RfP of Bidders for Design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance of Roof Top Solar PV power system at Agra Smart City (ABD) Area, Agra, Uttar Pradesh

BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Agra Smart City Limited in respect of any payment made hereunder.

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

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

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

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Agra Smart City Limited shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Successful Bidder(SB) / Project Company , to make any claim against or any demand on the Successful Bidder(SB)/ Project Company or to give any notice to the Successful Bidder(SB)/ Project Company or to enforce any security held by Agra Smart City Limited or to exercise, levy or enforce any distress, diligence or other process against the Successful Bidder(SB)/ Project Company .

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

Signature _ _____

Name

Power of Attorney No.

Email ID

For

[Insert Name of the Bank]__

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20_____

Witness:

1. Signature

Name and Address

2. Signature

RfP of Bidders for Design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance of Roof Top Solar PV power system at Agra Smart City (ABD) Area, Agra, Uttar Pradesh

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee(PBG) shall be executed by any of the Bank from the List of Banks enclosed as per Annexure-A: List of Banks.

Format-5: Check List for Bank Guarantees

S. No.	Details of checks	YES/NO
a)	Is the BG on non-judicial Stamp paper of appropriate value, as per applicable Stamp Act of the place of execution	
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six months from the date of execution of BG).	
c)	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
d)	Is each page of BG duly signed / initialled by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed Performa?	
e)	Does the Bank Guarantees compare verbatim with the Performa prescribed in the Bid Documents?	
f)	Are the factual details such as Bid Document No. / Specification No., / LOA No. (if applicable) / Amount of BG and Validity of BG correctly mentioned in the BG	
g)	Whether overwriting/cutting if any on the BG have been properly authenticated under signature & seal of executant?	

Format-6: Power of Attorney

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

(Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority)

Know all men by these presents, We (name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. (name & residential address) who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for implementation of grid connected Roof top solar PV projects in response to the RfP No dated issued by Agra Smart City Limited, Agra including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the Agra Smart City Limited may require us to submit. The aforesaid Attorney is further authorized for making representations to the Agra Smart City Limited, Agra and providing information / responses to Agra Smart City Limited, Agra representing us in all matters before Agra Smart City Limited, Agra and generally dealing with Agra Smart City Limited, Agra in all matters in connection with this Bid till the completion of the bidding process as per the terms of the above mentioned RfP.

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

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFS.

Signed by the within named

..... (Insert the name of the executant company)

through the hand of Mr.

RfP of Bidders for Design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance of Roof Top Solar PV power system at Agra Smart City (ABD) Area, Agra, Uttar Pradesh

_____ duly authorized by the Board (vide Board resolution No_____) to issue such Power of Attorney

Dated this day of

Accepted

.....

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

.....

(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated.....(Board of Director's Resolution is also enclosed)

WITNESS

1.

RfP of Bidders for Design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance of Roof Top Solar PV power system at Agra Smart City (ABD) Area, Agra, Uttar Pradesh

(Signature)

Name.....

Designation

2.

(Signature)

Name.....

Designation

Notes:

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 executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney, in the case of the Bidding Company being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid up share capital of more than Rupees Five crores, should be the Managing Director / whole time director/manager appointed under section 269 of the Companies Act,

1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.

Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

RfP of Bidders for Design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance of Roof Top Solar PV power system at Agra Smart City (ABD) Area, Agra, Uttar Pradesh

Format-7: Financial Eligibility Criteria Requirement

(As per Clause 3.3.3)

(To be submitted on the letterhead of Bidding Company)

To,

Agra Smart City Limited

Agra Nagar Nigam,

Near Sur Sadan, M. G. Road,

Agra, Uttar Pradesh – 282002

Tel.No.: 0562-2850670,2520616

Dear Sir,

Sub: Bid for Implementation of Grid connected Roof Top Solar PV System at Agra Smart City (ABD) Area, Agra, Uttar Pradesh in response to the RfP No: _____ dated: _____

- a. We submit our Bid(s) for the total capacity of kWp (Insert total offered capacity in kWp and submit details of our Financial Eligibility Criteria as follows:

Bid Details

Sl. No.	Location	Bid Capacity in kWp
1		
2		
3		
Total (Shall not exceed _____ MWp)		

Note: 1MWp=1000kWp

We certify that the Financially Evaluated Entity (ies) had an Annual Turnover as follows:

The maximum Annual turnover of RupeesCrore per MW in any one of the last 3 financial years preceding the Bid Deadline subject to the condition that the Bidder should at

RfP of Bidders for Design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance of Roof Top Solar PV power system at Agra Smart City (ABD) Area, Agra, Uttar Pradesh

least have completed one financial year .

OR

Net worth of Rs.....Crore computed as per instructions provided in Clause 3.3.3.

(Strike Out whichever Is Not Applicable)

Financial eligibility criteria

Name of Financially Evaluated Entity*	Relationship with Bidding Company**	Financial year	Year of Incorporation of the Bidding company	***Total Maximum Annual Turnover (Rs. Crore)	Net worth as per Clause 3.3.3 (in Rs. Crore)

* The Financially Evaluated Entity may be the Bidding Company itself.

** The column for "Relationship with Bidding Company" is to be filled only in case financial capability of Parent Company and/or Affiliate has been used for meeting Qualification Requirements.

*** Bidder shall furnish maximum annual turnover in any of the last three financial years.

Yours faithfully

(Signature and stamp (on each page) of Authorized Signatory of Bidding Company. Name:

Date:

Place:

(Signature and stamp (on each page) of Chartered Accountant/Statutory Auditors of Bidding Company.

Name:

Date:

Place:

Notes:

RfP of Bidders for Design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance of Roof Top Solar PV power system at Agra Smart City (ABD) Area, Agra, Uttar Pradesh

Audited consolidated annual accounts of the Bidder may also be used for the purpose of financial criteria provided the Bidder has at least 26% equity in each company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of the Bid.

RfP of Bidders for Design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance of Roof Top Solar PV power system at Agra Smart City (ABD) Area, Agra, Uttar Pradesh

Format-8: Format for certificate of relationship of Parent Company or Affiliate with the Bidding Company.

To,

Agra Smart City Limited

Agra Nagar Nigam,

Near Sur Sadan, M. G. Road,

Agra, Uttar Pradesh – 282002

Tel.No.: 0562-2850670,2520616

Dear Sir,

Sub: Bid for Implementation of Grid connected Roof Top Solar PV System at Agra Smart City (ABD) Area, Agra, Uttar Pradesh

We hereby certify that M/s.....,M/s.....,M/s.....are the Affiliate(s) /Parent Company of the Bidding Company as per the definition of Affiliate/Parent Company as provided in this RFS and based on details of equity holding as on seven (7) days prior to the Bid Deadline.

The details of equity holding of the Affiliate/Parent Company/Bidding Company or vice versa as on seven (7) days prior to the Bid Deadline are given as below:

Name of Bidding Company/ applicant company	Name of the Affiliate of the Bidding Company/Applicant company/ Name of the Parent Company of the Bidding Company	Name of the Company having common control on the Affiliate and the Bidding Company	Percentage of Equity Holding of Parent Company in the Bidding Company/ Applicant company

*Strike out whichever is not applicable.

(Insert Name and Signature of Statutory Auditor or practicing Company Secretary of

RfP of Bidders for Design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance of Roof Top Solar PV power system at Agra Smart City (ABD) Area, Agra, Uttar Pradesh

the Bidder)

RfP of Bidders for Design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance of Roof Top Solar PV power system at Agra Smart City (ABD) Area, Agra, Uttar Pradesh

**Format-9: Undertaking from the Financially Evaluated Entity or its Parent Company/
Ultimate Parent Company**

(On the Letter Head of the Financially Evaluated Entity or its Parent Company/Ultimate Parent Company)

Name:

Full Address:

Telephone No.:

E-mail address:

Fax/No.:

To,

Agra Smart City Limited

Agra Nagar Nigam,

Near Sur Sadan, M. G. Road,

Agra, Uttar Pradesh – 282002

Tel.No.: 0562-2850670,2520616

Dear Sir,

We refer to the RfP No.....dated.....for “Implementation of Grid connected Roof Top Solar PV System at Agra Smart City (ABD) Area, Agra, Uttar Pradesh”

“We have carefully read and examined in detail the RfP, including in particular, Clauseof the RfP, regarding submission of an undertaking, as per the prescribed Format _____ of the RfP.

We confirm that M/s.....(Insert name of Bidding Company/) has been authorized by us to use our Technical and or financial capability for meeting the Technical and or Financial Eligibility as specified in Clause....of the RfP referred to above.

We have also noted the amount of the Performance Guarantee required to be submitted as per Clause....of the RfP the(Insert the name of the Bidding Company) in the event of it being selected as the Successful Bidder”.

In view of the above, we hereby undertake to you and confirm that in the event of failure of(Insert name of the Bidding Company) to submit the Performance Guarantee in full or in part at any stage, as specified in the RfP, we shall submit the Performance Guarantee not submitted by(Insert name of the Bidding Company)".

We have attached hereto certified true copy of the Board Resolution Whereby the Board of Directors of our Company has approved issue of this Undertaking by the Company.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the RfP.

Signature of Managing Director/Authorised signatory

Common seal ofhas been affixed in my/our presence pursuant to Board of Director's Resolution dated.....

WITNESS

.....

(Signature)

Name.....

Designation.....

.....

(Signature)

Name.....

Designation.....

Format-10: Pre Contract Integrity Pact

1. GENERAL

- 1.1. This pre-bid contract agreement (herein after called the Integrity Pact) is made onday of the monthbetween the Agra Smart City Limited (ASCL) acting through Shri/Smt..... (Designation of the ASCL officer) (Hereinafter called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure..... (Name of the Store/Equipment/ Work/ Service) and M/s.represented by Shri (herein after called the BIDDER/Seller, which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the Second Party, is willing to offer/ has offered.
- 1.2. WHEREAS the BIDDER is a Private Company/ Public Company/ Government Undertaking/ Partnership/ Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER, performing its function as SPV under provision of Companies Act 2013.

2. OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the Contract to be entered into which a view to:-

- 2.1. Enabling the BUYER to obtain the desired Stores/ Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2. Enabling BIDDER to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

- 3.1. The BUYER undertakes that no official of the BUYER connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefits or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation , contracting or implementation process related to the contract.
- 3.2. The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any

particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS

- 3.3. All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 3.4. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER further undertakes that it has not been given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 4.3. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged in individual or firm or company whether Indian or Foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers

or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

- 5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder's exclusion from the tender process.
- 5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reasons.

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/ Security Deposit, with the BUYER through any of the following instruments:
 - 6.1.1. Bank Draft or Pay Order in favour of
 - 6.1.2. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to theon demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - 6.1.3. Any other mode or through any other instrument (to be specified in the RFP).
- 6.2. The Earnest Money/ Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.
- 6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of

Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

7. SANCTIONS FOR violations"

7.1. Any breach of the aforesaid provisions by the Bidder or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

7.1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(S) would continue.

7.1.2. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

7.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

7.1.4. To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with interest there on at 2 % higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

7.1.5. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments already made by the BUYER, along with interest.

7.1.6. To cancel all or any other contracts with the BIDDER and the BIDDER all be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.1.7. To debar the BIDDER from part on behalf of the participating in future bidding processes of the Government of Haryana for a minimum period of five years, which may be further extended at the discretion of the BUYER.

7.1.8. To recover all sums paid in violation of this Pact by BIDDER(S) to any middlemen or agent or broken with a view to securing the contract.

7.1.9. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BIDDER, the same shall not be opened.

7.1.10. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly is closely related to any of the officers of the BUYER or alternatively, if any close relative of an officer of the BUYER has financial

interest/stake in the BIDDER'S firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

7.1.11. The term „close relative“ for this purpose would mean spouse whether residing with the Government servant or not, but include a spouse separated from the Government servant by a decree or order of a competent court: son or daughter or custody the step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

7.1.12. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purpose of this Pact.

8. FALL CLAUSE

8.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/ systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Haryana or PSU and if it is found at any stage that similar product/ systems or sub systems was supplied by the BIDDER TO any other Department of the Government of Uttar Pradesh at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

9. INDEPENDENT MONITORS

9.1. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings. The Monitor shall

be under contractual obligation to treat the information and documents of the BIDDER/Sub Bidder(s) with confidentiality.

9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

9.6. The Monitor will submit a written report to the designated Authority of BUYER/ Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

10. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

11. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

12. OTHER LEGAL ACTIONS:

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

13. VALIDITY

13.1. The validity of this Integrity Pact shall from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact aton

BUYER

BIDDER

Annexure-A: List of Banks

A) SCHEDULED COMMERCIAL BANKS	
<u>STATE BANK AND ITS ASSOCIATES</u>	
1. State Bank of India	2. State Bank of Bikaner & Jaipur
3. State Bank of Hyderabad	4. State Bank of Indore
5. State Bank of Mysore	6. State Bank of Patiala
7. State Bank of Travancore	-----
<u>NATIONALISED BANKS</u>	
1. Allahabad Bank	2. Andhra Bank
3. Bank of Baroda	4. Bank of India
5. Bank of Maharashtra	6. Canara Bank
7. Central Bank of India	8. Corporation Bank
9. Dena Bank	10. Indian Bank
11. Indian Overseas Bank	12. Oriental Bank of Commerce
13. Punjab & Sind Bank	14. Punjab National Bank
15. Syndicate Bank	16. UCO Bank
17. Union Bank of India	18. United Bank of India
19. Vijaya Bank	-----
B) OTHER PUBLIC SECTOR BANKS	
1. IDBI Bank	-----
C) Scheduled Private Sector banks	
1. Axis Bank	2. Federal Bank
3. HDFC Bank	4. ICICI Bank
5. IndusInd Bank	6. Karnataka Bank
7. Kotak Mahindra Bank	8. Yes Bank