

**UTTAR PRADESH NEW AND RENEWABLE ENERGY
DEVELOPMENT AGENCY (UPNEDA)**

TENDER DOCUMENT

FOR

**Revival and Repair of DDG Solar Power Plants equipment(s)
Installed in Lalitpur District of Uttar Pradesh**

**Tender No.: 06/UPNEDA/DDG/ Revival and Repair Based
Contract/2023-24**



Uttar Pradesh New and Renewable Energy Development Agency

(Dept. of Additional Sources of Energy, Govt. of UP) Vibhuti Khand, Gomti Nagar, Lucknow 226010

Tel.No: 9415609018, 0522-2720829, 2720779,

Website: <http://www.upneda.org.in> E-Mail: dirupneda@gmail.com

Tender Notice

Bid NO.: 06/UPNEDA/DDG/ Revival and Repair Based Contract/2023-24

Uttar Pradesh New and Renewable Energy Development Agency, (UPNEDA)

(Deptt. of Additional Sources of Energy, Govt. of U.P.)

Vibhuti Khand, Gomti Nagar, Lucknow, U.P.-226010 Tel.No.: 0522-2720652

Website: E-Mail: dirupneda@gmail.com

UPNEDA invites bids from experienced and interested firms for “**Revival and Repair of DDG Solar Power Plants Installed in Lalitpur District of Uttar Pradesh**”. The detailed scope of the work with eligibility conditions is described in the Bid Document.

The tender document is available at the website <https://etender.up.nic.in> portal. It will also be available on www.upneda.org.in. The interested bidders may view, download bid document, and submit their bid upto the date mentioned in the table below: -

a)	Availability of the bid document on e-tender web site (date and time)	29 December, 2023 at 05:00 PM
b)	Bid submission end date and time	08 January, 2024 by 06:00 PM
c)	Technical bid opening date and time	09 January, 2024 at 11:00 AM
d)	Financial bid opening date	To be decided after evaluation of Technical Bid.
e)	Venue of opening Technical & Financial bid is UPNEDA Head Office.	

As such the hard copies of the tender document is not required to be sent, however the Tender Fee of Rs. 10,000/- + Rs.1800/- (GST), Total Sum Tender Fee Rs. 11,800/- is to be deposited as Demand Draft (DD) and Earnest Money deposit (EMD) of Rs. 25000/- as Demand Draft with other relevant documents (as detailed in the bid document), should reach UPNEDA's head office latest by 08 January 2024 06:00 PM. The Demand Draft of any nationalized or Scheduled bank should be in the favour of Director, UPNEDA payable at Lucknow.

All updation/information about above tender will be published on **website <https://etender.up.nic.in> portal**. It will also be available on

The Director, UPNEDA reserves the right to reject any/all offers without assigning any reason thereof. The decision of the Director, UPNEDA shall be final and binding.

**DIRECTOR
UPNEDA**

Covering Letter:

FROM:

(Full name and address of the Bidder)

.....

.....

To:

The Director,
Uttar Pradesh New and Renewable Energy Development Agency (UPNEDA)
Vibhuti Khand, Gomti Nagar, Lucknow- U. P.

Subject:- Offer in response to Tender No.: **06/UPNEDA/DDG/Revival and Repair Based Contract/2023-24**

Sir,

We hereby submit our offer in full compliance with terms & conditions of the above tender. The document, duly signed on each page along with all the required documents and Earnest Money Rs. issued in favour of Director UPNEDA payable at Lucknow by (Bank Name), branch is also submitted as a proof of our acceptance of all terms & conditions.

Details of Bid Document and Fee Deposition

- A. Tender Fee : Deposited by DD No Dated.....
in favour of Director UPNEDA : Issued by: Bank & Branch
: Amount (Rs.)
- B. Bid Security (Earnest Money) : Deposited by DD No Dated.....
in favour of Director UPNEDA : Issued by: Bank & Branch
: Amount (Rs.)

The Tender Fee and Earnest money deposit is issued by State Bank of India / any Nationalized or Scheduled commercial Bank in favour of Director, UPNEDA is enclosed.

Photo of the DD towards Earnest money is uploaded on the website along with the tender and other relevant documents, only Tender Fee, EMD and other relevant documents are to be submitted. The complete bid document in hard copy is not required to be submitted.

We confirm that, we have the capability "**Revive and Repair the DDG Solar Power Plants Installed in Lalitpur District of Uttar Pradesh on CAPEX basis**".

(Signature of Bidder)
With Seal

1. GENERAL PARTICULARS OF BIDDER

(i)	Name of Bidder	
(ii)	Postal Address	
(iii)	Mobile no.	
(iv)	Telephone, Telex, Fax No	
(v)	E-mail	
(vi)	Web site	
(vii)	Name, designation, and Mobile Phone No. of the representative of the Bidder to whom all references shall be made	
(viii)	Have anything/extra other than price of items (as mentioned in price Schedule) been written in the price schedule.	
(ix)	Have the Bidder is presently debarred/blacklisted by any Govt. Deptt. / Undertaking for undertaking any work at the time of bid submission?	
(x)	Details of offer (please mention number of pages and number of charts /tables in the hard copy)	
(xi)	Reference of any other information attached by the tenderer (please mention no. of pages & no. of charts/ tables	
(xii)	DD no. and Bank details for the Tender Fee deposited	
(xiii)	DD no. and Bank details for the EMD deposit	

Minimum Eligibility Criteria

S. No.	Eligibility Criteria	Particulars	Documents to be submitted	Particulars in brief of the Documents submitted by Bidder on Covering Letter.
1	Tender Fee	Tender Fee of Rs. 10,000/- + Rs.1800/- (GST), Total Sum Tender Fee Rs. 11,800/- is to be deposited as Demand Draft (DD) in favor of Director, UPNEDA payable at Lucknow issued by a nationalized bank, or State Bank of India and its subsidiary banks or scheduled commercial bank.	Demand Draft	
2	Earnest Money	The bidder should submit EMD in the form of Demand draft of Rs. 25,000 in favor of Director, UPNEDA payable at Lucknow issued by a nationalized bank, or State Bank of India and its subsidiary banks or scheduled commercial bank. Note: - If any bidder has not submitted EMD in bid will be liable for rejection.	Demand draft (DD) along with Declaration in prescribed format	Annexure- V
3	Company Eligibility	The bidder should be a firm registered/ incorporated under Companies Act, 1956 or Companies Act, 2013 and further amendment (s), or a registered partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under then Limited Liability Partnership Act, 2002) or proprietorship or under Society act.	Certificate of Incorporation issued by the Registrar of Companies.	Relevant certification proof showing the establishment of firm in respective category.
4	GSTIN	A copy of valid GSTIN registration certificate	GSTIN registration certificate copy	Issuing date-----
5	Financial Turnover	Average Annual Turnover (ATO) will be considered on the basis of Average of best Three out of last Five Financial years turnover i.e., 2017-18, 2018-2019, 2019-2020, 2020-2021, 2021-22 and 2022-23 which should be at least Rs. 1 Crore. Only bidding Company's or lead partner with minimum 51% equity turnover will be considered in case of consortium/partnership firm. (A summarized sheet of average turnover certified by registered CA on its letter head should be submitted)	Duly authorized copy of audited annual report/ Balance Sheet for last five years is to be submitted by bidder along with CA certificate.	M/s _____ 2017-18 2018-19 2019-20 2020-21 2021-22 2022-23 Average turnover (Best Three) Rs
6	Technical Experience	The bidder should have minimum five years of experience in Design, Engineering, Supply, Installation and Testing & Commissioning of DDG's (or) Mini Grid plant at least 05 sites of 50kWp or above. Documentary proof like completion certificate from the concern agency/copy of work order/copy of agreement to be mandatorily enclosed.	Documentary proof like completion certificate from the concern agency/copy of work order/copy of agreement	Tabular details comprising of DDG site details including Name of Site, village, Block, Tehsil and District, Capacity of plant and number of consumers.
7	Notarized Affidavit by the Bidder (A notarized affidavit Should be submitted on non-judicial stamp paper)	Bidder should not have been Debar/ blacklisted by any of the State/Central Government or organizations of the State/ Central Government.	A notarized affidavit Should be submitted on non-judicial stamp paper	
		All the information and documents submitted in the Bid are correct.	Declaration to be submitted	
		General and specific/Technical terms of contract are acceptable to Bidder without any deviation.	Declaration to be submitted	

Note:-

- Bids received without supporting documents for the various requirements mentioned in the Bid document may be rejected.
- No extra paper Other than required as above should be submitted in Bid.

**(Signature of Bidder)
With Seal**

2. DECLARATION BY THE BIDDER

We _____ (hereinafter referred to as the Bidder) being desirous of Bid for the work under the above-mentioned Bid and having fully understood the nature of the work and having carefully noted all the terms and conditions, specifications etc. as mentioned in the Bid document,

DO HEREBY DECLARE THAT

1. The Bidder is fully aware of all the requirements of the Bid document and agrees with all provisions of the Bid document.
2. The Bidder is capable of Replacing/ Repairing/ Servicing as required in the scope of work of the Bid.
3. The Bidder accepts all risks and responsibilities directly or indirectly connected with the performance of the Bid.
4. The Bidder has no collusion with other Bidders, any employee of UPNEDA or with any other person or firm in the preparation of the bid.
5. The Bidder has not been influenced by any statement or promises of UPNEDA or any of its employees, but only by the Bid document.
6. The Bidder is financially solvent and sound to execute the work.
7. The Bidder is sufficiently experienced and competent to perform the contract to the satisfaction of UPNEDA.
8. The information and the statements submitted with the Bid are true.
9. The Bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
10. The Bidder has not been debarred from similar type of work by UPNEDA and or Government undertaking/ Department.
11. This offer shall remain valid for acceptance for 3 Months from the date of opening of financial part of Bid.
12. The Bidder gives the assurance to execute the work as per specifications terms and conditions.

(Signature of Bidder)
with SEAL

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1. Introduction

Uttar Pradesh New & Renewable Energy Development Agency (UPNEDA) is a State Nodal Agency for implementation of various Renewable energy Programs in Uttar Pradesh. To Promote Decentralized Power Generation to meet the minimum household needs of lighting, fan, mobile charging etc. in rural areas, the government of Uttar Pradesh announced Mini Grid Policy 2016. Under U.P. Mini grid policy Decentralized Distributed Generation scheme, government had installed various DDG solar plants including 03 DDG Solar Plants in villages of Lalitpur District having aggregate capacity of 21 kW in Built Operate Maintain and Transfer (BOMT) mode. After completion of 05 years the DDG Solar Power Plant were to be transferred to UPNEDA. Hence, after completion of 05 years period of DDG solar power plants, UPNEDA is intending to Revive and Repair the plants to bring back in operating condition, thus enabling the utilization of Solar energy once again. For revival and repair of these solar plants, Capital expenditure is required for replacement/ upgradation of Faulty Inverters, Batteries, Solar Panels & Cables etc. along with minor service/ installation/ fitting work, for which tender is being floated.

2. Objective

The objective of this Tender is to make the existing DDG Solar Power Plant fully functional so that the generated power from these solar panel can be sold to the local residents for household uses, school for education to children etc. as well as MSME customers to run their small-scale business viz. Flour Mill, shops and other commercial uses, and farmers to run their Tube-wells for irrigation purposes. Additionally, any private entity can apply to operate and maintain DDG Solar Power Plants on the basis of self-sustainable business model and revenue sharing model (or) any other model with mutual consent of UPNEDA. These operational sites, not only contribute major role to boost the economy of their concern geographical area but also generate great employment opportunities in the field of MSME sectors.

3. Scope of Work

1. Rates are invited for **Replacement of Damaged/Faulty equipment(s)/component(s) and Repair/Service related to installation/ fitting work to restore DDG Solar Power Plants installed at 03 locations of Lalitpur District with cumulative capacity of 21kW.**
2. Bidders must visit the DDG sites before Quoting rates. Rates shall include visit of all 03 sites for actual status verification as no separate fund will be allocated for the visit purpose.
3. Bidders must take over all sites on as-is-where-is basis.
4. Bidders will have the Right to Use the premises and equipment during the commissioning and restoration period.
5. Site-wise details of DDG Solar plant are mentioned in the Annexure -III
6. Bidder must take-over all the equipment(s) of Solar Plant under consideration, for Replacement of damaged equipment(s)/ component(s) and must repair/ install/ fix any faulty component, including but not limited to solar PV, inverters, cables, meters, batteries, poles, mini-grid lines, civil works, and other balance of systems, such as to make the whole plant fully operational.
7. Bidder must warrant the functionality of Replaced components till its Warranty period.
8. Bidder must replace all the Batteries at both the 05kW sites and check and replace underperforming/ faulty batteries at 11kW site. Site list with components is provided in Annexure III. Batteries as mentioned for the sites, must be replaced with same or matchable specifications only.
9. Inverter should be repaired and incase Inverter is unrepairable then it must be replaced with same/ matchable specifications.

10. All the broken/damaged modules (if any) must be taken in record and replaced with same or above rating and specifications such that the replaced modules are in line with the existing specifications of the plant and may work upto their optimum capacity.
11. Control Room, Gate & fencing all must be restored in proper condition.
12. Faulty equipment(s) taken out by bidder or equipment that have reached end-of-life should be handed over to UPNEDA Solar PV panels, inverters, cables, Meters, Batteries, Poles, PDN network, Civil works, land of plant and other balance systems will be the property of UPNEDA.
13. Since the plants are pre-existing, Bidder shall not need any further governmental/ other approvals for running these plants. In case any required, UPNEDA shall facilitate for the same.
14. In any circumstances the plant cannot be shifted from existing location to another unless approval from UPNEDA is granted.
15. Photographs of Solar plant post rectification work are required as mentioned: -
 - i) Solar plant showing Solar modules and Structure (3 views)
 - ii) Inverter, DCDB/ACDB, Control Panels in running condition inside the control room (3 views)
 - iii) Battery banks installed in the battery room/racks (2 views)
 - iv) Earthing system comprising photographs of Earthing strip/cable connections with structure, inverter, LA and its final termination into Earth Pit. (3 views)
 - v) Photograph of PDN network including Poles (5 views)

One-Time Role and functions of Bidder related to Repair, Maintenance, and fitting work: -

1. One-time cleaning and tightening of Nut-bolts, End and Mid clamps etc. of the Solar Panels and Solar Plant Structure will be done by the contractor.
2. Top-up of electrolytes, cleaning of terminals and application of petroleum jelly/grease and other one-time restoration works will be done by the contractor for the battery bank of the plant.
3. All the electrical connections/ terminations of the Solar plant must be thoroughly checked, cleaned, make rust-free, and tightened by the contractor.
4. Repair of plant components (including but not limited to batteries, inverters, panels, PDN's Cables etc.) along with minor civil work (if any) shall be undertaken by the bidder to restore the operation of the plant.
5. The agency must inspect the healthiness of Earthing and Lightning Arrester system and take proper actions to bring it to normality.

4. Documents to be enclosed with the Bid

The following documents should be attached with Technical Proposal:

- i. Tender Fee DD along with EMD DD copy.
- ii. Registration/ incorporation certificate.
- iii. GSTIN certificate/ PAN card copy.
- iv. Proof of turnover of Five years (2017-18 to 2022-23) duly certified by the Charters Accountant.
- v. Documentary Proof of Five years' experience like work completion certificate/ copy of work order/copy of agreement from the concerned agency to be enclosed. Tabular details of past works with DDG/Mini grid site details including name of site, village, tehsil, district etc., with Capacity of previous plants to be also attached.
- vi. **Notarized Affidavit by the Bidder** (A notarized affidavit Should be submitted on non-judicial stamp paper): -

- a) Bidder should not have been Debar/blacklisted by any of the State/Central Government or organizations of the State/Central Government. (A notarized affidavit Should be submitted on non-judicial stamp paper)
- b) Bidder should have valid GST of the State/Central Government. (A notarized affidavit Should be submitted on non-judicial stamp paper)
- c) All the information and documents submitted in the Bid are correct.
- d) General and specific/Technical terms of contract are acceptable to Bidder without any deviation.

(Note: In response to above all points the document is to be submitted as per annexures.)

5. Minimum Eligibility Condition: -

- i. The bidder must have submitted the EMD as per specified in the tender document under relevant section in prescribed format.
- ii. The bidder should be a firm registered/incorporated under Companies Act, 1956 or Companies Act, 2013/ and further amendment (s), or a registered partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2002)/ Proprietorship or under society act.
- iii. The Bidder should have valid GSTIN registration certificate.
- iv. Average Annual Turnover (ATO) considered on the basis of Average of best Three out of last Five Financial years turnover i.e., 2017-18, 2018-2019, 2019-2020, 2020-2021 and 2021-22 should be at least Rs. 1 Crore. Only bidding Company's or lead partner with minimum 51% equity turnover will be considered in case of consortium/partnership firm. (A summarized sheet of average turnover certified by registered CA on its letter head should be submitted).
- v. The bidder should have minimum five years of experience in Design, Engineering, Supply, Installation and Testing & Commissioning of DDG's (or) Mini Grid plant with atleast 05 sites of capacity 50kW and above.

6. Preparation of bid

6.1 LANGUAGE OF BID AND MEASURE

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and UPNEDA shall be written in the English provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purpose of interpretation units of measurement shall be MKS system.

6.2 DOCUMENTS COMPRISING THE BID

The Bid prepared by the Bidder shall comprise the following components.

- i. Covering letter as provided in Bid document.
- ii. Declaration by the Bidder, as provided in Bid document.
- iii. Documentary evidence establishing that the bidder is eligible to Tender and is qualified to perform the contract if its tender is accepted.
- iv. Check list of Annexure as provided in Bid document.
- v. The scanned copy of Bid document signed on each page, as a confirmation by the Bidder to accept all technical specifications/commercial conditions along with all necessary enclosures/annexures to be uploaded along with the bid.

6.3 BID PRICE

The Bidder shall indicate prices on the appropriate financial bid schedule on Govt. Portal online only.

6.4 BID CURRENCIES

Prices shall be quoted in Indian Rupees (INR) only.

6.5 BID SECURITY (Earnest Money Deposit)

The bidder should submit EMD in the form of DD or Fixed Deposit of Rs. 25,000/- The Bidder shall furnish Interest free EMD in the form of Demand Draft in favour of "Director, UPNEDA", payable at Lucknow. The validity of EMD shall be for a period of Six month from the Bid Deadline.

Only UP State Registered MSMEs are exempted from submission of Bid Security/EMD, however required to submit a "Bid Security Declaration" Letter on non-Judicial stamp of appropriate value as per prescribed format. Without Bid Security Declaration the bid will be rejected.

Note: - If any bidder has not submitted EMD in bid will be liable for rejection of Bid of the bidders.

6.6 PERIOD OF VALIDITY OF BID

Validity of the offer should be 3 months from the date of opening of the financial bid of the e-tenders. Without this validity the e-tenders will be rejected.

6.7 PERFORMANCE GUARANTEE

The successful Bidders, who execute the agreement with UPNEDA for the work, shall have to furnish a Performance Security amount of Rs 25,000/- in the form of BG or DD with 01 year validity within 30 days from Work Completion/Joint Commissioning report. The Performance Bank Guarantee will be released after 01 year from the date of Work Completion/Joint Commissioning report.

The bank guarantee may be issued by a nationalized bank or scheduled bank of RBI. BG or DD shall be in favour of "Director, UPNEDA". FD should be pledge in the name of Director, UPNEDA.

6.6 FORMAT AND SIGNING OF BID

- 6.6.1 The bid must contain the name, residence, and places of business of the persons making the Bid and must be signed and sealed by the Bidder with his usual signature. The name and designations of all persons signing should be typed or printed below the signature.
- 6.6.2 Bid by corporation/company must be signed with the legal name of the corporation/company/firm by the President, Managing director or by the "Secretary" or other designation or a person duly authorized.
- 6.6.3 The original copy of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bid and bidder to the contract. The letter of authorization shall be submitted along with power-of- attorney. All the pages of the bid shall be initialed by the person or persons signing the Bid and submitted at the time of signing of agreement/contract.
- 6.6.4 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder in which case such corrections shall be initialed by the person or persons signing the Bid.

(Signature of Bidder)
with SEAL

7. Uploading of bid

- 8.1. The bid shall be uploaded online as per guidelines of e-tender Portal.
- 8.2. The Bid must be complete in all technical and commercial respect.
- 8.3. All parts of Bid documents except financial bid should be uploaded as per e-tender Portal in due date and time. Scanned copy of Requisite Bid security declaration/EMD should be enclosed.
- 8.4. The Bidder should submit price bid in Financial Bid. It should contain financial bid only should be uploaded as per e-tender Portal in due date and time. Anything in regard of financial condition, payment terms, rebate etc. mentioned in financial bid may make the tender invalid. Therefore, it is in the interest of the Bidder not to write anything extra except price.
- 8.5. **DEADLINE FOR SUBMISSION OF BIDS:** Bids must be uploaded by the Bidder in the date; time on e-tender Portal as specified in the Bid notice/ tender documents.

(Signature of Bidder)
with SEAL

8. Bid opening and evaluation

9.1. OPENING OF BID

The procedure of opening of the e-tender shall be as under:

- 8.2.1 First part (PART-A) uploaded having Bid specification and super scribed as “**Technical Bid**” shall be opened at the time and date mentioned in the Bid notice by UPNEDA’s representatives in the presence of Bidders, who choose to be present.
- 8.2.2 Second part (PART-B) containing **Financial Bid** shall be opened (after establishing technical suitability of the offer) as per schedule. Second part of only those Bidders shall be opened whose first part (PART-A) shall be found commercially clear and technically suitable.

9.2. Technical Evaluation

The UPNEDA will carry out a detailed evaluation of the bids previously determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, the UPNEDA will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

- i. Overall completeness and compliance with the technical requirements as stipulated in this bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.
- ii. Achievement of specified performance criteria by the facilities as per scope of work.
- iii. Type, quantity and long-term availability warranty and maintenance services.
- iv. Any other relevant factors, if any, listed in the tender document, or that the UPNEDA deems necessary or prudent to take into consideration.

9.3. **CLARIFICATION OF BID:** To assist in the examination, evaluation and comparison of bids the UPNEDA may at its discretion ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing.

9.4. UPNEDA reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this document and make its own judgment regarding the interpretation of the same. In this regard UPNEDA shall have no liability towards any Bidder and No Bidder shall have any recourse to UPNEDA with respect to the selection process. UPNEDA shall evaluate the Bids using the evaluation process specified in this document or as amended, at its sole discretion. UPNEDA’s decision in this regard shall be final and binding on the Bidders.

Signature of Bidder with seal

9. Procedure for finalization of bid

The Procedure for Finalization of BID would be as follows:

9.1. Finalization of BID:

- a) First the Technical bids shall be opened and evaluated.
- b) Then the price bid of technically qualified bidders shall be opened.

9.2. Finalization of Empanelment:

- a) First the Technical Bids shall be opened and evaluated. Then the price bid of technically qualified parties shall be opened.
- b) The Lowest rate (i.e. L-1) received (and in turn approved by the competent authority) would be the “Approved Rate”.
- c) All 03 DDG solar power plants will be handed over to L1 bidder.
- d) Training of the users and entrepreneurs/ operators will be arranged by the contractor/ bidder.

9.3. If required UPNEDA reserves the right to negotiate with L-1 bidder before finalization of the tender.

9.4. UPNEDA reserves the right to accept any bid and to reject any or all bids.

9.5. NOTIFICATION OF EMPANELLEMENT:

List of successful Bidder(s) for contract shall be displayed on UPNEDA's website and shall be intimated in writing to the contractor.

9.6. CONTRACT

Before execution of the work, a contract agreement for execution of the work shall be signed by the Bidder with UPNEDA within 15 days of communication from UPNEDA. In case agreement is not executed within the stipulated time, then bidder shall be suspended for participating in the tendering process, for a period of one (01) year from bid due date of above referred tender.

9.7. AGREEMENT

Agreement will be signed between L1 bidder and UPNEDA for all 03 DDG Solar plant sites cumulatively.

10. General conditions of contract

10.1. Definitions

- i. "UPNEDA" shall mean The Director of UPNEDA or his representative and shall also include its successors in interest and assignees. The "Contractor" shall mean (successful bidder) i.e., the person whose Bid has been accepted by UPNEDA and shall include his legal representatives and successors in interest.
- ii. The repair work shall be completed within 03 months from the date of placement of work order by UPNEDA. "UPNEDA" may in case of urgency ask the bidder to complete the work earlier, with the mutual consent of the contractor/ bidder. Any additional cost incurred by "UPNEDA" shall be recovered from the contractor/ bidder.
- iii. That on the request of the contractor/ bidder and also in the interest of the organization the "UPNEDA" is authorized to extend the validity of the agreement, subject to that the request of the contractor/ bidder is received before the expiry of the agreement period, or any extended period granted to the contractor/ bidder.

10.2. Financial Proposal

- i. The Financial proposal will only be considered for technically qualified bidders as per the bid conditions.
- ii. The financial proposal should state the cost (both in numerals and in words).
- iii. The financial proposal shall include all cost related to the event & those stated in the scope of work.

10.3. Evaluation

The Offers are proposed to be evaluated based on methodology as mentioned below:-

- i. The criteria for pre-qualification, technical evaluation and selection of Bidder is set out under section eligibility criteria and evaluation methodology.
- ii. As part of the evaluation, the Part I – technical submission shall be checked for responsiveness with the requirements of the tender document and only those proposals which are found to be responsive would be further considered for financial Bid opening.

PART I – Submission would be considered to be responsive if it meets the following conditions:

- i. The amount towards the tender fee (DD) and EMD (DD) has been received on or before the proposal due date including any extension thereof.
- ii. It is signed and marked as stipulated in clause „format and signing of e- Bids“ and „submission of e- Bids“. It contains all the information and documents including scanned copy of demand drafts for the tender fee document and EMD as requested in the tender document.
- iii. It contains information in formats specified in this tender document.
- iv. It conforms to the Bid validity period as set out in the tender.
- v. It provides information in reasonable detail. ("reasonable detail" means that, but for minor deviations, the information can be reviewed and evaluated by the UPNEDA without communication with the Bidder). The UPNEDA reserves the right to determine whether the information has been provided in reasonable detail.
- vi. There are no inconsistencies between the proposal and the supporting documents.
- vii. The e-Bid document should be properly indexed with page numbers.
- viii. The responsive proposals shall be evaluated as per the criteria set out in section eligibility criteria and evaluation methodology.
- ix. Price Bid of only those Bidders, who are technically qualified shall be opened and evaluated.

PART II SUBMISSION

- i. Financial proposal will be separately uploaded on the e-tender portal in the excel file (boq.xls), the provided format and marked as, Part II submission – financial Bid;
- ii. The Amount quoted in the Financial Bid (BoQ) must be inclusive of all taxes & duties.
- iii. Each page of the technical Bid shall be numbered and signed by an authorized signatory of the Bidder.

11. Earnest Money/ Bid Security:

The Bidder shall furnish, as part of its Bid, Earnest Money of Rs 25,000 (Rupees Twenty-Five Thousand only) in the form of Demand Draft in favor of Director, UPNEDA, payable at Lucknow issued by a nationalized bank, or State Bank of India and its subsidiary banks or scheduled commercial bank.

- i. Any Bid not secured with the earnest money will be rejected by the UPNEDA as non-responsive.
- ii. No Interest shall be payable on the amount of earnest money. The EMD for the unsuccessful Bidders shall be released after the opening of the Financial Bid.
- iii. The Earnest money deposited may be forfeited if a Bidder withdraws its tender during the Bid evaluation or not signing the agreement after the award of Contract.
- iv. EMD of successful Bidder shall only be released after signing of the agreement.
- v. The Performance Security with validity of 1 year, shall be submitted at the time of Issuance of LOA and before Signing of Contract Agreement. Performance Security will be released after 01 year from the Date of Completion of Work/ Joint Commissioning Report.

12. Instruction to Bidders

- i. Preliminary scrutiny of the proposal will be made to determine whether they are complete, whether the documents have been properly signed.
- ii. Proposals not conforming to such preliminary requirements will be prima facie rejected.
- iii. The proposals would be evaluated on the basis of the pre-qualification criteria and prior experience of Bidder in the areas as mentioned in Bid document. However, UPNEDA in its sole/absolute discretion can apply whatever criteria deemed appropriate in determining the responsiveness of the proposals submitted by the respondents.
- iv. All updation/information about above tender will be published on UPNEDA website www.upneda.org.in and/or e-tender Portal.

13. Clarification & Amendments to Bid

During technical evaluation of the proposals, UPNEDA may, at its discretion, ask respondents for clarifications on their proposal. The Respondents are required to respond within the time frame prescribed by UPNEDA.

- i. At any time prior to the last date for receipt of Bids, UPNEDA, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective respondent, modify the BID document by an amendment. In order to provide prospective respondent reasonable time in which to take the amendment into account in preparing their Bids, UPNEDA may, at its discretion, extend the last date for the receipt of Bids and/or make other changes in the requirements set out in BID and/or cancel the BID. The amendments shall be notified through UPNEDA website, and such amendments shall be binding on them.

14. Withdrawal of Invitation to Bid

While the UPNEDA has floated this tender and has requested Bidders to submit their proposals, the UPNEDA shall always be at the liberty to withdraw this invitation to Bid at any time before its acceptance.

15. Validity of Proposals

Proposals shall remain valid for a period of 90 days from the date of opening. A Proposal valid for shorter period may be rejected as non-responsive.

16. Conflict Of Interest

- i. UPNEDA requires that the Bidder should provide professional, objective, and impartial advice and at all times hold the UPNEDA interest's paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.
- ii. Bidder shall not receive any remuneration from any stakeholder in connection with the assignment except as provided in the work contract.
- iii. Bidder shall not be engaged for any assignment that may place them in a position of being unable to carry out the assignment in the best interest of UPNEDA.

17. Rights of UPNEDA

UPNEDA reserves the right to accept or reject any Proposal, and to annul the process and reject all Proposals at any time prior to the signing of the agreement, without thereby incurring any liability to the affected Respondent(s) or any obligation to inform the affected Respondent(s) of the grounds for such decision.

18. Governing Law & Jurisdiction:

- i. The High court of Judicature at Allahabad and Courts subordinate thereto, at Lucknow, shall alone have jurisdictions to the exclusion of all other courts
- ii. The appointed Bidder shall not collect from any stakeholders, any amount whatsoever. Necessary action will be taken in case it is found that the condition has been violated by the service provider

19. Termination of Bid:

UPNEDA shall have the right to blacklist the Bidder in India, If the Bidder will not withstanding the provisions of clauses contained in this deed.

20. Transfer/Sublet the work:

- ii. The contractor/ Bidder shall not, without the consent in writing of "UPNEDA", transfer, assign or sublet the work under the contract or any substantial part thereof to any other party.
- iii. "UPNEDA" shall have at all reasonable time access to the works being carried out by the contractor/ Bidder under the contract. All the work shall be carried out by the contractor/ Bidder to the satisfaction of "UPNEDA".

21. Settlement of Dispute and Arbitration:

If any question, dispute or difference what so ever shall arises between "UPNEDA" and the contractor/ Bidder, in the connection with the agreement except as to matters, the decisions for which have been specifically provided, either party may forthwith give to the other notice in writing of existence of such question, dispute or difference and the same shall be referred to the sole arbitration of the Principal Secretary/Secretary of the Uttar Pradesh or a person nominated by him not below the rank of Secretary. This reference shall be governed by the Indian Arbitration and Conciliation Act 1996, and the rules made there under. The award in such arbitration shall be final and binding on both the parties. Work under the agreement shall be continuing during the arbitration proceedings unless the "UPNEDA" or the arbitrator directs otherwise.

22. Termination of Contract

UPNEDA reserves the right to Blacklist the Bidder in India, if the Bidder fails to comply the terms and conditions of the contract.

ANNEXURE-I

FINANCIAL BID

Tender No.: 06/UPNEDA/DDG/Revival and Repair Based Contract/2023-24

Name of the Firm:

Financial Proposal: “Revival and Repair of the DDG Solar Power Plants Installed in Lalitpur District of Uttar Pradesh on CAPEX basis”

Bid for Revival and Repair at 03 DDG Solar sites in various villages of Lalitpur District						
SNo.	Block	Village	Capacity (in kW)	Cost of Replacement and Repair/ Visit/ Installation/ Fitting service works (INR)	GST (@ 13.8%)	Total Cost of Replacement/ Repair/ Visit/ Installation/ Fitting service work (incl. GST)
1.	Mandaura	Papro	05			
2.	Mandaura	Hirapur	05			
3.	Mandaura	Barai	11			
	Total		21			
	Total in Words					

Note: - Composite GST @ 13.8% (70% Solar Products component @ 12% and 30% installation and services work @ 18%) shall be applicable on the Total value of Replacement and Repair works.

ANNEXURE-II

POWER OF ATTORNEY IN FAVOUR OF BIDDER'S REPRESENTATIVE

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

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 system in response to the BID DOCUMENT. No..... dated issued by UPNEDA, Lucknow 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 UPNEDA may require us to submit. The aforesaid Attorney is further authorized for making representations to the UPNEDA, Lucknow and providing information / responses to UPNEDA, Lucknow representing us in all matters before UPNEDA, Lucknow and generally dealing with UPNEDA, Lucknow in all matters in connection with this Bid till the completion of the Bidding process as per the terms of the above-mentioned BID DOCUMENT.

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 BID DOCUMENT.

Signed by the within named (Insert the name of the executant's company)

through the hand of Mr. 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

i).....

(Signature) Name.....

Designation

ii).....

(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 list of DDG sites is given below: -

❖ Details of all 03 sites with DDG Solar power plant installed in Lalitpur District: -

a) Village- Papro

SNo.	List of Items	Description / Specifications	Papro (Qty.)
1.	Solar modules	Premier, 315Wp Polycrystalline	16 Nos.
2.	Battery Bank	NED, 2V 700AH	48 Nos.
3.	PCU/ Inverter	MG Solar, 7KVA, 1-Phase	01 No.
4.	Pole	Steel tubular Pole 8m long STP 8M-IS 410 SP-10 with clamps for holding conductor	08 Nos.
5.	DC Distribution box (DCDB)		01 Nos.
6.	AC Distribution box (ACDB)		01 Nos.
7.	Lighting and Switching Protection		01 Nos.
8.	Earthing protection		01 Nos.
9.	DC isolator, LT Switch Gear		01 Nos.
10.	Control Room		01 Nos.
11.	Control Cable	4 x 2.5sqmm Copper	100 mtr
12.	LT distribution boxes as per specs		5 Nos.
13.	Energy Meter with Box		22 Nos.
14.	Domestic connections		22 Nos.
15.	Commercial Connections	Primary School	01 Nos.
16.	Street Lights		06 Nos.
17.	LT AB Cable	3*16sqmm + 1*25sqmm + 1*16sqmm	375 mtr

b) Village- Hirapur

SNo.	List of Items	Description / Specifications	Hirapur (Qty.)
1.	Solar modules	Premier, 315Wp Polycrystalline	16 Nos.
2.	Battery Bank	NED, 2V 700AH	48 Nos.
3.	PCU/ Inverter	MG Solar, 7KVA, 1-Phase	01 No.
4.	Pole	Steel tubular Pole 8m long STP 8M-IS 410 SP-10 with clamps for holding conductor	19 Nos.
5.	DC Distribution box (DCDB)		01 Nos.
6.	AC Distribution box (ACDB)		01 Nos.
7.	Lighting and Switching Protection		01 Nos.
8.	Earthing protection		01 Nos.
9.	DC isolator, LT Switch Gear		01 Nos.
10.	Control Room		01 Nos.
11.	Control Cable	4 x 2.5sqmm Copper	100 mtr
12.	LT distribution boxes as per specs		5 Nos.
13.	Energy Meter with Box		23 Nos.
14.	Domestic connections		23 Nos.
15.	Street Lights		08 Nos.
16.	LT AB Cable	3*16sqmm + 1*25sqmm + 1*16sqmm	876 mtr

c) Village- Barai

SNo.	List of Items	Description / Specifications	Barai (Qty.)
1.	Solar modules	Premier, 275Wp Polycrystalline	40 Nos.
2.	Battery Bank	NED, 2V 600AH	120 Nos.
3.	PCU/ Inverter	MG Solar, 16KVA, 3-Phase	01 No.

4.	Pole	Steel tubular Pole 8m long STP 8M-IS 410 SP-10 with clamps for holding conductor	22 Nos.
5.	DC Distribution box (DCDB)		01 Nos.
6.	AC Distribution box (ACDB)		01 Nos.
7.	Lighting and Switching Protection		01 Nos.
8.	Earthing protection		01 Nos.
9.	DC isolator, LT Switch Gear		01 Nos.
10.	Control Room		01 Nos.
11.	Control Cable	4 x 2.5sqmm Copper	150 mtr
12.	LT distribution boxes as per specs		10 Nos.
13.	Energy Meter with Box		55 Nos.
14.	Domestic connections		55 Nos.
15.	Commercial Connections	Primary School	01 Nos.
16.	Street Lights		12 Nos.
17.	LT AB Cable	3*16sqmm + 1*25sqmm + 1*16sqmm	847 mtr

ANNEXURE- IV

Format for Prior Experience of Bidder/ Institute	
Name of Bidder/ Institute	
Experience of at least 5 years in Design, Engineering, Supply, Installation and Testing & Commissioning of DDG's (or) Mini Grid plant at least 05 sites of 50kWp or above	
Count of DDG's or Minigrids	
Customer Base serving through DDG/ Minigrids	
Acknowledgement of Compliance Report	
Location with Country	
Address and contact details	

Note:

Please attach evidential proof of the above

(Signature of Authorized Person)

Name:

Designation:

Stamp of Bidder:

Dated:

Format for EMD/ Bid Security Declaration

(To be stamped on non – judicial stamp paper as per the stamp act of the state where the document is made)

Ref: _____

Date: _____

Subject: Declaration of Bid security requirement.

We, _____ (insert name of the Bidder) hereby provide this undertaking to UPNEDA, in respect to our response to Bid vide Bid No. _____ dated _____. We undertake that we will abide by the provisions of the Bid for the activities pertaining to submission of response to the Tender, during the Bid validity period. We undertake not to withdraw or modify our Bid during the Bid validity period, in line with provisions of the Tender.

In case we withdraw or modify our response to the Bid during the Bid validity period, or violate other provisions of the Tender which make the Bid nonresponsive, we _____ (insert name of the Bidder) including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in upcoming tenders issued by any department of Uttar Pradesh Government for a period of 5 years from the date of default as notified by UPNEDA.

(Name and Signature of the Authorized Signatory)

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

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

In consideration of the [Insert name of the Bidder] (hereinafter referred to as selected Successful Bidder (SB)) submitting the response to Tender document inter alia for selection of the Project for the capacity of Nos in response to the Bid No.....dated..... issued by UPNEDA and UPNEDA considering such response to the Tender document of [insert the name of the Successful Bidder] (which expression shall unless repugnant to the ~~cont~~ or meaning thereof include its executors, administrators, successors and assignees) and selecting the DDG Developer and issuing Letter of allocation No To (insert the name of the Successful Bidder (SB)) as per terms of Tender document and the same having been accepted by the selected SB or a Project Company, M/s..... if applicable]. As per the terms of the Bid document, the.....[insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to UPNEDA at[Insert Name of the Place from the address of the UPNEDA] forthwith on demand in writing from UPNEDA or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees [Total Value] only, on behalf of M/s.....[Insert name of the selected Successful Bidder(SB)/ Project Company]

This guarantee shall be valid and binding on this Bank up to and including [*insert date of validity in accordance with Bid document*] 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. _____

Our Guarantee shall remain in force until UPNEDA shall be entitled to invoke this Guarantee till The Guarantor Bank hereby agrees and acknowledges that UPNEDA 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 UPNEDA, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to UPNEDA. 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 UPNEDA to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against UPNEDA in respect of

any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Lucknow 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 UPNEDA 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 UPNEDA 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 UPNEDA 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

Notes: The Stamp Paper should be in the name of the Executing Bank and of appropriate value.