

**Execution of PPA with BESCO, Design, Supply,
Installation, Commissioning of 140 kWp Rooftop
Solar PV Power Plant and Undertake
Comprehensive Maintenance for Five years**

VOLUME I

Request for Quotation

July 2020



**Karnataka State Remote Sensing Applications Centre
DPA (e-Governance), Government of Karnataka,
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Volume I- Request for Quotation
Execution of PPA with BESCOM, Design, Supply, Installation,
commissioning of 140 kWp Rooftop Solar PV Power Plant and
Undertake Comprehensive Maintenance for Five years

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GLOSSARY

Bid Due Date	As defined in Clause 1.3.9
Bid Validity Period	As defined in Clause 2.17
Bid(s)	As defined in the Disclaimer
Bidders	As defined in Clause 1.1
Bidding Process	As defined in Clause 1.2.1
Conflict of Interest	As defined in Clause 2.1.12
Contractor	As defined in Clause 1.1
Bid Evaluation	As defined in Clause 1.2.4(B)
EMD	As defined in Clause 1.2.4
Employer	As defined in Clause 1.1
EPC	Engineering, Procurement and Construction
E-Procurement	As defined in Clause 1.2.1
Financial Capacity	As defined in Clause 3.3.2
Fixed Price	As defined in Clause 1.2.5
Government	Government of Karnataka
Group Business Entity	As defined in Clause 3.3.2
LOA	As defined in Clause 3.4.5
Re. or Rs. or INR	Indian Rupee
Request for Quotation (RFQ)	As defined in Clause 1.1.5
Technical Criteria	As defined in Clause 3.3.2

The words and expressions beginning with capital letters and defined in this document shall, unless the context otherwise requires, have the meaning ascribed thereto herein, shall, unless the context otherwise requires, have the meaning ascribed thereto therein.



DISCLAIMER

The information contained in this Request for Quotation document (the “RFQ”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Employer or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFQ and such other terms and conditions subject to which such information is provided.

This RFQ is not an agreement and is neither an offer nor invitation by the Employer to the prospective Bidders or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in preparing their proposal pursuant to this RFQ (the “Bid”). This RFQ includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFQ may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Employer, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way in this Bidding Process.

The Employer also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFQ.

The Employer may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ.

The issue of this RFQ does not imply that the Employer is bound to select a Bidder or to appoint the Contractor, as the case may be, for the Project and the Employer reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Employer or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Employer shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



1. INTRODUCTION

1.1. Background

The Karnataka State Remote Sensing Applications Centre (KRSAC), herein after called 'Centre', an autonomous body under the Department of Personnel and Administrative Reforms (e-Governance), GoK, is the Client. The Director of the Centre shall represent KRSAC in all matters unless otherwise stated. The Client, Centre, KRSAC and the Director in this Document shall be interchangeable according to the context. The Centre has its head office at DOORA SAMVEDI BHAVANA', Major Sandeep Unnikrishnan Road, Doddabettahalli, Bengaluru-560 097.

KRSAC intends to develop 140 kWp Rooftop Solar Photovoltaic Power Plant in KRSAC building at Bengaluru (hereinafter referred to as the "**Project**") on turnkey / EPC contract basis. KRSAC has decided to carry out the bidding process for selection of the Bidder to execute the Project on turnkey basis (hereinafter referred to as "**Contractor**") to whom the Project may be awarded.

The selected Bidder ("**Selected Bidder**") shall have to enter into a Contract with KRSAC for executing the Project provided as **Volume-II** on turnkey basis as per the specifications set out in the contract with KRSAC ("**the Contract**").

- 1.1.1. The Contractor shall be responsible for Execution of PPA with BESCOM, design, engineering, procurement & supply, fabrication, packing and forwarding, transportation, unloading, storage, erection & installation, testing, commissioning and 5 years of CMC with performance guarantee of the Project. Technical specification pertaining to the Project is set out in **Schedule 5** of the Contract.
- 1.1.2. The Bidding Documents include this RFQ and the turnkey / EPC Contract.
- 1.1.3. The Contract sets forth the detailed terms and conditions for the development of 140kWp Rooftop Solar PV Power Plant for M/s. Karnataka State Remote Sensing Applications Centre and includes the scope of the Contractor's services and obligations as per the terms of Volume II of this RFQ.
- 1.1.4. The statements and explanations contained in this RFQ are intended to provide a proper understanding to the Bidders about the subject matter of this RFQ and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor set forth in the Contract or the Employer's right to amend, alter, change, supplement or clarify the scope of work, the Contract to be awarded pursuant to this RFQ or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this Volume I-Request for Quotation ("**RFQ**") are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Employer.
- 1.1.5. The Employer shall receive Bids in accordance with the terms set forth in this RFQ and other documents to be provided by the Employer pursuant to this RFQ (collectively the "**Bidding Documents**"), as modified, altered, amended and clarified from time to time by the Employer, and all Bids shall be prepared and submitted in accordance with such terms.



1.1.6. Under this RFQ, a Bidder shall submit only one Bid for the Project. In the event that the evidence provided by the Bidder is found to be unsatisfactory by the Employer, such Bids shall be summarily rejected. However, the Project would be awarded to the Bidder subject to it meeting the Eligibility Criteria set out for the Project. For the purpose of identifying the Bidder to implement the Project, the Bids submitted by each Bidder would be evaluated on the basis of the evaluation criteria set out in Section 3 of this RFQ.

1.2. Brief Description of Bidding Process

- 1.2.1. The Centre has adopted a single stage process (the “**Bidding Process**”) for selection of Bidders for award of the Project and invites Bids from eligible parties (“**Bidders**”), which expression shall, unless repugnant to the context, for the Project electronically in the unified e-procurement platform of the Government of Karnataka www.eproc.karnataka.gov.in (hereinafter referred to as “**E-Procurement Website**”) in accordance with the terms of this RFQ. The Centre shall not be held responsible for failure on part of the Bidder to furnish all or any of the documents as part of its Bid through E-Procurement Website or for rejection of Bids by E-Procurement website for whatsoever reasons. No correspondence shall be entertained by the Centre in this regard.
- 1.2.2. The Bidders are requested to submit their Bids in accordance with the Bidding Documents. The Bid shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the date specified in Clause 1.3 for submission of Bids (the “**Bid Due Date**”).
- 1.2.3. The Bidding Documents include the Request for Quotation and draft Contract for the Project. The Bidding Documents and any addenda issued subsequent to this RFQ, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.4. The Bidders are required to deposit, along with its Bid, Earnest Money Deposit (“**EMD**”) of Rs.2,00,000/- (**Rupees Two Lakh only**). Subject to other provision of this RFQ document, the EMD shall be refundable as per Clause 2.20 except in the case of the Selected Bidder whose EMD shall be retained till the date up to which it has provided a Performance Security under the Draft Contract. The Bidder shall pay the EMD amount of Rs.2,00,000/- (**Rupees Two Lakh only**) through E-Procurement Website, through any one of the following e-Payment options only.



e-payment modes:

1. Credit Card, Debit Card,
2. Internet Banking,
3. National Electronic Funds Transfer (NEFT)
4. Over the Counter (OTC) – designated ICICI bank branches located across the country,

Please note that payment submitted through cheque or demand draft shall not be accepted. For further details regarding e-payment, please refer to E-Procurement Website.

Note: KRSAC shall not be held responsible in case of failure on part of the Bidder to furnish the EMD through E-Procurement Website or for rejection of Bids by E-Procurement for whatsoever reasons. No correspondence shall be entertained by KRSAC in this regard. Bid shall be summarily rejected if it is not accompanied by EMD

1.2.4(A) Bidders would need to submit the following sets of documents as part of their Bid;

- a. **“Key Submissions”** to be submitted through E-Procurement Website as provided in Clauses 2.11.
- b. **“Financial Bid”** to be submitted only through E-Procurement Website.
For the purpose of providing clarity on the Financial Bid to Bidders, a specimen for the Financial Bid is provided in **Appendix – III**”.

1.2.4 (B) The evaluation of the Bid submissions would be carried out in the following three stages:

- a. The first stage would involve opening of the Key Submissions and a test of responsiveness based on the provisions of Clause 3.2 of the RFQ. Those Bids found to be substantially responsive would be evaluated in the second stage. The Employer reserves the right to seek any document submitted in the E-Procurement Website in the form of hard copy for the purpose of clarification.
- b. In the second stage, the information furnished by the Bidders relating to their eligible experience, Technical Capacity and Financial Capacity (**“Eligibility Criteria”**) would be evaluated as per Clause 3.3 of the RFQ. Bidders who meet the Eligibility Criteria would qualify for opening of their Financial Bid
- c. In the third stage, the Financial Bid of only the Technically Qualified Bidders would be opened in accordance with the provision of Clause 3.4 and evaluated to identify the Selected Bidder.

1.2.5. Financial Bids are invited for the Project on the basis of fixed price (the **“Fixed Price”**) sought by a Bidder from the Centre for implementation of the Project. The Fixed Price payable by the Centre to the Bidder shall constitute the sole criteria for evaluation of the Financial Bids. Fixed Price quoted shall include all materials, labour, machinery expenses and hire charges, all taxes (including GST) and duties including Customs duties if any, transport, maintenance incidents, enabling works etc., based on the conditions mentioned herein. Unless otherwise specified in the tender schedule the Fixed Price will be deemed to include all leads, lifts and descent in the work.



- 1.2.6. Generally, the Bidder who quotes the lowest Fixed Price will be selected as the Selected Bidder. The remaining Bidders may be kept in reserve and may in accordance with the process specified in the RFQ, L2 bidder will be invited to match the Bid submitted by the lowest bidder and so on in case such lowest bidder withdraws, or is not selected for any reason. In the event that none of the Bidders match the Bid of the lowest Bidder, the Centre may, in its discretion annul the Bid process.
- 1.2.7. The Contractor shall be entitled for payment in accordance with the terms of the draft Contract.
- 1.2.8. Further and other details of the process to be followed and the terms thereof are spelt out in this RFQ.
- 1.2.9. Any queries (including any discrepancy, ambiguity and error with specific clause number) or request for additional information concerning this RFQ shall be submitted in writing through post/courier to the Director, KRSAC. The envelopes shall clearly bear the following identification/ title:

“Queries/Request for Additional Information: RFQ for “Execution of PPA with BESCOM, Design, Supply, Installation, commissioning of 140 kWp Rooftop Solar PV Power Plant and Undertake Comprehensive Maintenance for Five years”.



1.3. Schedule of Bidding Process

The Centre shall endeavour to adhere to the following schedule:

1.	Name of the work	Execution of PPA with BESCOM, Design, Supply, Installation, Commissioning of 140 kWp Rooftop Solar PV Power Plant and Undertake Comprehensive Maintenance for Five years.						
2.	Name of the Client	Karnataka State Remote Sensing Applications Centre (KRSAC)						
3.	Designation and Address of the Client (for communication)	The Director Karnataka State Remote Sensing Applications Centre, DPAAR (e-Governance), Government of Karnataka, Doora Samvedi Bhavana, Major Sandeep Unnikrishnan Road, Doddabettahalli, Bengaluru – 560 097. Tel No: 080 – 29720557/58, fax: 080 - 29720556 E-Mail: procurement@krsac.in						
4.	The Currency for payment	Indian Rupees						
5.	Submission of Bid	e-Procurement website – www.eproc.karnataka.gov.in						
6.	a) Registration Fee: b) Amount of Earnest Money to be Deposited with the Tender along with prime document (Technical Offer)	<p>Tender Processing Fee: Each bidder shall pay as per e-Procurement Portal through any of the e-Payment Modes:</p> <ul style="list-style-type: none">• National Electronic Funds Transfer (NEFT)• Over the Counter (OTC) – designated ICICI bank branches located across the country• Credit Card, Debit Card, Internet Banking <p>e-Procurement website–www.eproc.karnataka.gov.in</p> <p>Earnest Money (EMD) has to be deposited for the area as follows:</p> <table border="1"><thead><tr><th>Sl. NO</th><th>Description</th><th>EMD</th></tr></thead><tbody><tr><td>1.</td><td>Execution of PPA with BESCOM, Design, Supply, Installation and Commissioning of 140 kWp Rooftop Solar PV Power Plant with Five year CMC</td><td>2.00 Lakhs</td></tr></tbody></table> <p>Payment only through e-Payment options as:</p> <ul style="list-style-type: none">• Credit Card, Debit Card,• Internet Banking,• National Electronic Funds Transfer (NEFT)• Over the Counter (OTC) – designated ICICI bank branches located across the country, <p>Further details regarding e-Payment, please refer to e-Procurement website –www.eproc.karnataka.gov.in</p>	Sl. NO	Description	EMD	1.	Execution of PPA with BESCOM, Design, Supply, Installation and Commissioning of 140 kWp Rooftop Solar PV Power Plant with Five year CMC	2.00 Lakhs
Sl. NO	Description	EMD						
1.	Execution of PPA with BESCOM, Design, Supply, Installation and Commissioning of 140 kWp Rooftop Solar PV Power Plant with Five year CMC	2.00 Lakhs						



Volume I- Request for Quotation
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Undertake Comprehensive Maintenance for Five years

7.	Date of commencement of Tender	24-07-2020
8.	Pre bid meeting date, time and place	04-08-2020 at 11.00 AM KRSAC, Doora Samvedi Bhavana, Major Sandeep Unnikrishnan Road, Doddabettahalli, Bengaluru-560 097
9.	Last Date and time of submission of tender	25-08-2020 17.30 Hrs.
10.	Technical bid opening of tender	28-08-2020 at 11.00 AM
11.	Financial Bid opening of tender for qualified bidder	01-09-2020 at 11.00 AM
12.	Bid Validity period: 6 months from the date of opening of Technical bid.	

Venue of Pre-Bid Conference:

Registered Office

Karnataka State Remote Sensing Applications Centre ,
Doora Samvedi Bhavana,
Major Sandeep Unnikrishnan Road,
Doddabettahalli, Bengaluru – 560 097



2. TERMS OF BIDDING

A. GENERAL

2.1. General terms of Bidding

- 2.1.1. A Bidder is eligible to submit only one Bid for the Project.
- 2.1.2. Consortium is not allowed.
- 2.1.3. Notwithstanding anything to the contrary contained in this RFQ, the detailed terms specified in the draft Contract shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under draft Contract.
- 2.1.4. The Financial Bid should be furnished in electronic mode only clearly indicating the Fixed Price. The specimen of the Financial Bid is provided at **Appendix IV** of this RFQ. The Financial Bid must clearly indicate the bid amount in Indian Rupees. Any Financial Bid received in the physical form shall be considered as a non-responsive Bid and would be rejected.
- 2.1.5. The Financial Bid shall consist of Fixed Price to be quoted by the Bidder as per Clause 2.14.
- 2.1.6. The Bidder shall furnish EMD as per Clauses 1.2.4 and 2.20 and in accordance with the provisions of this RFQ.
- 2.1.7. The validity period of the EMD shall not be less than 180 (One Hundred and Eighty) days from the date of Financial Proposal opening and may be extended as may be mutually agreed between KRSRAC and the Bidder. The Bid shall be summarily rejected if the Bidder fails to submit the EMD as specified in the Bidding Process. The EMD shall be refundable as per the Clause 2.20 except in the case of the Selected Bidder whose EMD shall be retained till they provide a Performance Security
- 2.1.8. The Bidder should submit a Power of Attorney as per the format at **Appendix – II**, authorising the signatory of the Bid to commit the Bidder.
- 2.1.9. Any condition or qualification or any other stipulation contained in the Bid submission shall render the Bid submission liable to rejection as a non-responsive Bid submission.
- 2.1.10. The Bid submission and all related correspondence and documents in relation to the Bidding Documents shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

- 2.1.11. The Bidding Documents including this RFQ and all attached documents are and shall remain the property of the Centre and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Centre will not return any Bid or any information provided along therewith.
- 2.1.12. A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:
- a. such Bidder (or its Group Business Entity or any constituent thereof) and any other Bidder (or its Group Business Entity or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding in a Bidder or its Group Business Entity or a constituent thereof in the other Bidder(s) (or any of its constituents) is less than 25% of its paid up and subscribed capital; or
 - b. a constituent of such Bidder or its Group Business Entity is also a constituent of another Bidder; or
 - c. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - d. such Bidder or any Group Business Entity thereof, has a relationship with another Bidder or any Group Business Entity thereof, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Bid of either or each; or
 - e. such Bidder or any Group Business Entity thereof has participated as a consultant to the Employer in the preparation of any documents, design or technical specifications of the Project.
- 2.1.13. This RFQ is not transferable.
- 2.1.14. Any award of Right pursuant to this RFQ shall be subject to the terms of Bidding Documents.
- 2.1.15. The Bidder may at its option, form an appropriate Special Purpose Vehicle under the Companies Act, 2013 (the “SPV”) to execute the draft Contract and implement the Project. In case foreign company bids as a Single Business Entity, it shall, prior to execution of the Contract, incorporate an appropriate “SPV” to execute the Contract and implement the Project.
- 2.1.16. Any entity which has been barred by the Central/ any State Government, or any entity controlled by them, from participating in any project, and the bar subsists as on the Bid Due Date, would not be eligible to submit a Bid.
- 2.1.17. A Bidder should, in the last three years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract nor have had any contract terminated for breach by such Bidder.

2.1.18. The following conditions shall be adhered to while submitting a Bid:

- a. Bidders should upload clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes to Appendices is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- b. information supplied by a Bidder must apply to the Bidder, Member or Group Business Entity named in the Bid and not, unless specifically requested, to other associated companies;
- c. Bidders should demonstrate their Eligibility Criteria in accordance with Clause 3.3 of this RFQ.

2.1.19. While qualification is open to persons from any country, the following provisions shall apply:

- a. Where, on the date of the Bid, more than 25% (Twenty-Five percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by person resident outside India or where the Bidder or its Member is controlled by persons resident outside India; or
- b. if at any subsequent stage after the date of the Bid, there is an acquisition of more than 25% (Twenty-Five percent) of the aggregate issued, subscribed and paid up equity share capital or control (by person resident outside India) in or of the Bidder or its Member; then the qualification of such Bidder or in the event described in sub clause(b) above, the continued qualification of the Bidder shall be subject to approval of the Employer from national security and public interest perspective. The decision of the Employer in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Employer shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Employer of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.2. Shareholding Commitments

Deleted

2.3. Site visit and verification of information

Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. The Bidder is free to study the actual condition of the existing equipment, make, and technical parameters of the proposed sub-station. The Bidder is required to prepare a suitable,

appropriate technical design, necessary site specific drawings, complete bill of materials and full technical specifications, compatible to the proposed work and also can prepare an action plan to complete the work in a specified time.

2.4. Cost of Bidding

2.4.1. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Employer will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5. Verification of information

2.5.1. It shall be deemed that by submitting a Bid, the Bidder has:

- a. made a complete and careful examination of the Bidding Documents;
- b. received all relevant information requested from the Employer;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents;
- d. satisfied itself about all matters, things and information necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- e. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Employer, or a ground for termination of the Contract; and
- f. agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.2. The Employer shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Employer.

2.6. Consideration of Offers

The Client DOES NOT BIND himself to accept the lowest or any tender and reserves the right to REJECT any or all offers without assigning any reason. The Client also reserves the right

- a) to allot the order to MORE THAN ONE bidder at the lowest rate/price accepted,
- b) to DISREGARD all nonconforming, non-responsive or conditional offers and
- c) to NEGOTIATE the Scope of supply/ services, Contract price and the Terms of Contract with the bidder(s) who quote lowest rates/price.

The decision of the Director, KSR SAC in this regard is final and binding.

2.7. Disqualification of a Bidder

The bidder will be disqualified in the following circumstances:

a) Technical Rejection

1. Bids which do not conform to unconditional validity of the bid as prescribed in the Tender.
2. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Tendering Process.
3. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
4. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
5. Failure to furnish proofs for information provided.
6. Revelation of Prices in any form or by any reason before opening the Commercial/Financial Bid.
7. Submission of the commercial/financial bid details as part of the technical proposal.
8. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect.
9. Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.
10. Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents.
11. The Bidder not conforming to unconditional acceptance of full responsibility of providing supply / services in accordance with the Scope of work and Service Level contract of this tender.
12. If the bid does not conform to the timelines indicated in the bid.
13. Failure to upload Annexure / Appendix on e-Procurement Platform.

b) Commercial rejection

1. Incomplete Financial Bid
2. Financial Bid that does not conform to the Tender's price bid format.
1. Failure to upload Annexure / Appendix on e-Procurement Platform

B. DOCUMENTS

2.8. Contents of the RFQ

2.8.1. This RFQ comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

a. Instructions to Bidders (Volume I)

- Section 1. Introduction
- Section 2. Terms of Bidding
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous
- Section 7. Special conditions of contract

Appendices

Appendix I- Letter of Bid (Formats)

- Annex I - Details of Bidder
- Annex II – Technical Criteria of the Bidder
- Annex III - Certificate from Statutory Auditor/Independent Auditor for Financial Criteria
- Annex IV - Certificate from Statutory Auditor/Independent Auditor for Group Business Entity
- Annex V - Statement of Legal Capacity
- Annex VI – Anti Collusion Certificate
- Annex VII – Anti Blacklisting Affidavit
- Annex VIII – No Deviation Certificate
- Annex IX - Declaration on Bidder's relation to Directors

Appendix II - Power of Attorney for signing of Bid (Format)

Appendix III – Manufacturer authorization form

Appendix IV – Financial Bid (Format)

b. EPC Contract (Volume II)

The draft Contract provided by the Employer as part of the Bid Documents shall be deemed to part of this RFQ.

2.9. Clarifications

2.9.1. Bidders requiring any clarification on the RFQ may notify the Employer in writing to the address provided in Clause 1.3. They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Employer shall endeavour to respond to the queries within 3 (three) days prior to the Bid Due Date. The responses will be published in the E-Procurement Website without identifying the source of queries.

2.9.2. The Employer shall endeavour to respond to the queries raised or clarifications sought by the Bidders. However, the Employer reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 2.9.2 shall be taken or read as compelling or requiring the Employer to respond to any question or to provide any clarification.

2.9.3. The Employer may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders through E-Procurement Website. All clarifications and interpretations issued by the Employer shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Employer or its employees or representatives shall not in any way or manner be binding on the Employer.

2.10. Amendment of RFQ

2.10.1. At any time prior to the Bid Due Date, the Employer may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFQ by the issuance of Addenda.

2.10.2. Any Addendum thus issued will be published in E-Procurement Website. The published details on the said sources will be binding on the participating Bidders.

2.10.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Employer may, at its own discretion, extend the Bid Due Date. Information about extension of the deadline will be published in E-Procurement Website vide corrigendum.

C. PREPARATION AND SUBMISSION OF BIDS

2.11. Format and Signing of Bid

2.11.1. The Bidder shall provide all the information sought under this RFQ in electronic mode. The Employer will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

2.11.2. All the documents of the Bid sought under this RFQ shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person signing the Bid. The Bid shall contain page numbers.

2.11.3. All documents of the Bids to be submitted in electronic mode under this RFQ shall be uploaded on E-Procurement Website: www.eproc.karnataka.gov.in using digital signature.

2.12. Submission of tenders

Bidders are required to upload the Tender documents namely (a) Technical Bid and (b) Financial Bid SEPARATELY.

2.11.1 The Technical Bid must contain the following:

- a) Technical proposal explaining the methodology for Execution of PPA with BESCOM, design, supply, installation, commissioning and maintenance; and requirements if any etc.,
- b) Technical brochures, if any of the quoted items.
- c) Relevant certificates and documentation evidencing the capacity, capability and track record of the bidder in the lines of tendered items and their requirements.

2.11.2 The Financial Bid

The financial Bid should be filled in the e-procurement website only. If prices are entered / mentioned anywhere other than e-procurement financial page, the bid will be rejected. Appendix IV needs to be submitted along with the technical bid with the text “QUOTED” in the price column.

2.11.3. Tenders failing to comply with requirements of technical and financial bids as per para 6.1 and 6.2 respectively shall be rejected.

“Key Submissions”

- a. Scanned copy of the Letter of Bid in the prescribed format provided in **Appendix - I** along with Annexes and supporting documents;
- b. Scanned copy of the Power of Attorney for signing of Bid in the prescribed format (**Appendix – II**);
- c. Deleted
- d. Scanned copy of Certificate of Incorporation and a copy of Memorandum and Articles of Association of the Bidder;
- e. If applicable, scanned copy of the certificate from the Statutory Auditor/ Independent Auditor for Group Business Entity (format provided as Annex IV of Appendix I);
- f. Copies of Bidder’s duly audited annual reports and financial statements (balance sheets and profit and loss account) for the last three financial years 2016-17 to 2018-19.
- g. Deleted
- h. Scanned copy of the Anti-Collusion Certificate in the format provided in Annex VI of Appendix –I;
- i. Scanned copy of the Anti-Blacklisting Affidavit in the format provided in Annex VII of Appendix –I; and
- j. A copy of the draft Contract with each page **initialed** by the person signing the Bid in pursuance of the Power of Attorney’s referred to in sub-clause (b) and sub-clause (c) hereinabove. No change whatsoever to the financial and commercial conditions will be made after accepting the Bid.

2.12.1. The Financial Bid of the Bidder shall be submitted only through E-Procurement Website. Specimen of the Financial Bid is provided at **Appendix IV**.

2.12.2. The queries and any other communication to the Employer shall be addressed to:



ATTN. OF: The Director
ADDRESS: Karnataka State Remote Sensing Applications Centre,
Department of Personnel and Administrative Reforms
(e-Governance), GoK, Doora Samvedi Bhavana, Major
Sandeep Unnikrishnan Road, Doddabettahalli,
Bengaluru – 560 097

2.12.3. If the documents are not uploaded in the manner as instructed in this RFQ document, Employer assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.

2.13. Bid Due Date

2.13.1. Bids through electronic mode in E-Procurement Website should be submitted up to the Bid Due Date as mentioned in Clause 1.3 in the manner and form as detailed in this RFQ.

2.13.2. The Employer may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.

2.13.3. The Employer reserves the right to seek original documents for verification of any of the documents or any other additional documents upon opening of the Bidding Documents.

2.14. Late Bids

E-Procurement Website will not accept any Bids submitted after the Bid Due Date.

2.15. Withdrawal of Bids

2.15.1. The Bidder may withdraw its Bid after submission of the Bids electronically prior to Bid Due Date. No Bid can be withdrawn by the Bidder after the Bid Due Date.

2.15.2. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by Employer, shall be disregarded.

2.15.3. No Bid may be withdrawn during the period after Bid Due Date and during Bid Validity Period. Withdrawal of a Bid during this period may result in the forfeiture of its EMD, pursuant to Clause 2.20.

2.16. Rejection of Bids

2.16.1. The Employer reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for the Employer to accept any Bid or to give any reasons for their decision.

2.16.2. The Employer reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17. Bid Validity Period

a) Period of Validity of Bids

Bids shall remain valid for 180 days after the date of opening of Technical Bids prescribed by the KRSAC. A bid valid for a shorter period may be rejected as non-responsive. However, the prices finalized after opening the Tenders shall not increase throughout the period of implementation and operation of the contract.

b) Extension of period of Validity

In exceptional circumstances, the KRSAC may request the Bidder(s) for an extension of the period of validity of the bid. The request and the responses thereto shall be made in writing. In such cases, the validity of EMD shall also be suitably extended by the bidder.

2.18. Confidentiality

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

2.19. Correspondence with the Bidder

The Employer shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.20. Earnest Money Deposit (EMD)

- a) Earnest Money (EMD) has to be deposited as mentioned in the data sheet. Earnest money deposit furnished by the bidder, who are unsuccessful and whose tenders are rejected, will be returned soon after the purchase order is issued to the successful bidder.
- b) Earnest Money Deposit will be forfeited in the following circumstance
 1. If the tender is withdrawn or modified after submission by the bidder,
 2. If the Bidder fails to execute the contract after acceptance of the tender,
 3. If services are not delivered within the specified period,
 4. If services rendered are not in accordance with the specification.

3. EVALUATION OF BIDS

3.1. Opening and Evaluation of Bids

- 3.1.1. The Employer shall open the Bids as per the Schedule of Bidding process as specified in Clause 1.3
- 3.1.2. The Employer will examine and evaluate the Bids in the manner set out in Clause 1.2.4 (B) and in accordance with the provisions set out in this Section 3.
- 3.1.3. To facilitate evaluation of Bids, the Employer may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 3.1.4. Any information contained in the Bid shall not in any way be construed as binding on the Employer, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 3.1.5. The Employer reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

3.2. Tests of responsiveness

- 3.2.1. Prior to evaluation of Bids, the Employer shall determine whether each Bid is responsive to the requirements of RFQ. A Bid shall be considered responsive only if:
 - a. it is received as per the format at Appendix – I to Appendix IV along with its Annexes;
 - b. it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.12;
 - c. it is submitted electronically on the E-Procurement Website in the manner stipulated in Clause 2.11.2;
 - d. it is signed and submitted as stipulated in Clause 2.10;
 - e. copy of Certificate of Incorporation and a Copy of Memorandum and Articles of Association of the Bidder;
 - f. Copies of Bidder's duly audited annual reports and financial statements (balance sheets and profit and loss account) for the last three financial years 2016-17, 2017-18 and 2018-19
 - g. it contains all the information (complete in all respects) as requested in this RFQ and/or Bidding Documents (in formats same as those specified);
 - h. it provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, non-material non – conformities, the information can be reviewed and evaluated by Employer without communication with the Bidder). Employer reserves the right to determine whether the information has been provided in reasonable detail;
 - i. A copy of the draft Contract with each page initialled by the person signing the Bid in pursuance of the Power of Attorney's referred to in sub-clause (b) and sub-clause (c) hereinabove. No change whatsoever to the financial and commercial conditions will be made after accepting the Bid;
 - j. it does not contain any condition or qualification; and
 - k. it is not non-responsive in terms hereof.

3.2.2. The Employer reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Employer in respect of such Bid.

3.3. Evaluation of Eligibility Criteria

3.3.1. Only those Bidders whose Bids are responsive in accordance with provisions of Clause 3.2.1 above shall be considered for evaluation under this Section 3.

3.3.2. The Bidders' competence and capacity is proposed to be established by following parameters:

- (a) Technical Criteria to be fulfilled by the Bidder; and
- (b) Financial Criteria to be fulfilled by the Bidder.

(a) Technical Criteria

S No	Requirement
Technical Criteria	
1	The Bidder should have undertaken design, engineering, procurement and commissioning of Rooftop Solar Photo Voltaic (SPV) based grid connected power plant(s) of cumulative installed capacity of a minimum 500kW, out of which at least one plant should have been of minimum Seventy Fifty (75) kW. The reference plants must have been successfully commissioned and in operation.
AND	
2	The Bidders shall submit the necessary information relating to Technical Experience as per format at Annex -II of Appendix – I along with Certificate For the purpose of ascertaining qualification, Technical Criteria of group business entity (" Group Business Entities ") can also be submitted by the Bidder in addition to its own Technical Criteria.
Financial Criteria	
3	Turnover: The average annual turnover for the last three (3) financial year viz. 2016-17 to 2018-19 of the Bidder should be at least Rs.120 Lakhs (Rupees One Twenty lakhs only) for every year. A summarized sheet of turnover of last three Financial Years certified by the statutory auditor should be submitted with Key Submissions by the Bidder. A summarized sheet of turnover of last three Financial Years certified by the statutory auditor should be submitted with Key Submissions by the Bidder. In addition, the Application must be accompanied by the Audited Annual Reports of the Bidder for the last three (3) Financial years (FY 2016-2017, FY 2017 – 2018, FY 2018 - 2019).
AND	
4	The Bidder should have valid GST registration certificate. A copy of which should be uploaded.

OTHER REQUIRMENT

5	<p>For the purpose of ascertaining qualification, Technical Criteria/Financial Criteria of group business entity (“Group Business Entities”) can also be submitted by the Bidder in addition to its own Financial Criteria. The Financial Criteria would be summation of the Financial Criteria of the Bidder and the Group Business Entities. For the purpose of this RFQ, a Group Business Entity shall mean;</p> <p>(a) A Business Entity, which directly or indirectly holds not less than 26% of voting securities in the Bidder; or (b) A Business Entity in which the Bidder directly or indirectly holds not less than 26% of voting securities.</p> <p>The Group Business Entity shall be a Company incorporated under the Companies Act 1956/2013 or under an equivalent law abroad, if it is a foreign company.</p> <p>The details of Group Business Entities must also be provided as per Annex-I of the RFQ.</p>
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3.4. Selection of Bidder

- 3.4.1. The Financial Bid of the Bidders adjudged as responsive in terms of Clause 3.2.1, and who meet the Eligibility Criteria shall be opened.
- 3.4.2. All the Financial Bids received for the Project would be opened in no specific order and the Fixed Price to be paid by the Employer would be determined.

Bid Evaluation Criteria:

Following factors shall be considered for evaluation of Financial Bid:

Fixed Price as provided in the Financial Proposal **(Total EPC Price including CMC charges, all taxes and duties)**

The Bidders offering the lowest Fixed Price payable by the Employer will be selected first (the “**Selected Bidder**”). In the event where two or more Bidders have same Fixed Price, the Employer shall identify the Selected Bidder based on draw of lots.

- 3.4.3. In the event that the Selected Bidder withdraws or is not selected for any reason in the first instance, the Employer may shortlist the remaining Bidders. The Employer may in accordance with the process specified in the RFQ, invite the L2 Bidders to match the Bid submitted by the lowest Bidder and so on. In the event that none of the Bidders match the Bid of the lowest Bidder, the Employer may annul the Bid Process.
- 3.4.4. In the event that the remaining Bidders want to withdraw from the process, the Employer may, in its discretion annul the Bidding Process.

- 3.4.5. After selection of Successful Bidder, a letter of Award (**the “LOA”**) will be issued to Successful Bidder stating that KRSAC want to appoint the Successful Bidder as the Contractor. Bidder shall have to send the acknowledgement for the same within three (3) days. After issuance of LOA by KRSAC, Successful Bidder shall have to pay Performance Security in the form of SFMS Bank Guarantee and in the manner specified in the draft Contract within ten (10) days of LOA. Successful Bidder shall have to execute the Contract with KRSAC within fifteen days of submission of the Performance Security. Successful Bidder shall not be entitled to seek any deviation from the draft Contract, as may have been amended by the KRSAC prior to the Bid submission date. After LoA issuance Contractor shall submit the bill of quantity with price (BBU) for the project within 10 days, upon KRSAC acceptance, the same shall form part of the contract. If required multiple split orders shall be issued to Contractor for addressing the taxation issues. The cumulative value of the split orders shall not exceed the quoted price of the bidder. All the split order shall be regulated by the agreement/contract. Note: However, KRSAC decision shall be final in regard to issuance of multiple split orders.
- 3.4.6. Failure of the Selected Bidder to comply with the requirements of Clause 3.4.5 shall constitute sufficient grounds for the annulment of the LOA, as the case may be, and forfeiture of the EMD. In such an event, the Employer reserves the right to take any such measure as may be deemed fit in the sole discretion of the Employer.

3.5. Contacts during Bid Evaluation

Bids shall be deemed to be under consideration from the time immediately after they are opened until such time the Employer makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Employer and/or their employees/ representatives on matters related to the Bids under consideration.

3.6. Performance Security

The contractor on execution of the Contract within 15 days shall furnish Performance Bank Guarantee @ 10% of the total work order valid throughout the warranty/CMC period (plus 1 month). On receipt of which, the supply of materials / services shall be deemed started. The format for Performance Bond shall be as in the Form set out in draft contract. Performance Bank Guarantee shall be released after the end of 5 year CMC period.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the draft Contract, the Employer shall reject a Bid or withdraw the LOA, as the case may be, without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Employer shall forfeit and appropriate the EMD as genuine compensation and damages payable to the Employer towards, inter alia, time, cost and effort of the Employer, without prejudice to any other right or remedy that may be available to the Employer hereunder or otherwise.
- 4.2 Without prejudice to the right of the Employer under Clause 4.1 hereinabove and the right and remedies which the Employer may have under the LOA, if a Bidder is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract, such Bidder or Contractor shall not be eligible to participate in any tender or RFQ issued by the Employer during a period of 2 (two) years from the date such Bidder or Contractor, as the case may be, is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Article 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Employer who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the draft Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Employer, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical adviser of the Employer in relation to any matter concerning the Project;
 - b. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - c. **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the

Bidding Process;

- d. “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e. “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

A pre-bid meeting will be held on the date, time and venue indicated in this document (project Data Sheet) to clarify the issues, if any, raised by the bidders (**also referred as consultants / contractor / agency in the rest of document**) who have purchased the tender document. Bidders have to submit their queries in writing before the pre-bid meeting date.

The queries submitted in the following format only shall be considered for clarification

Sl. No	Page / section no in the RFQ	Subject of Clarification	Clarification Sought

The queries may be sent to E-Mail: procurement@krsac.in. KRSAC will respond to any request for clarification on the Tender Document, received not later than the pre-bid date mentioned in e-procurement portal. Clarifications will be uploaded through e-procurement portal.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bengaluru shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Employer, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- a. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b. consult with any Bidder in order to receive clarification or further information;
 - c. retain any information and/ or evidence submitted to the Employer by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Employer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any right and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all right and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

7. SPECIAL CONDITIONS OF CONTRACT

7.1.1. Eligibility

As per the conditions set in the Eligibility Criteria set out in the respective clause.

7.1.2. Contract Price

The contractor (bidder) in signing the contract confirms that he is aware of all the costs or charges to be incurred and which are necessary to carry out the supply, services and deliverables required under the contract.

- 7.1.3. No claim shall be accepted by the Client due to the contractor's lack of knowledge in respect of any matter affecting the rate / price of any of the item.
- All prices shall be inclusive of all taxes. The unit price mentioned shall be used in case of any variation in tax components.

**7.1.4. Invoicing & Payment Terms – The payment to the contractor from Client will be as follows:
Contract price bifurcation**

Split – 1: Solar PV System – 90% (inclusive of applicable GST),

If required, successful contractor may draft a separate billing schedule in consent with KRSRAC for the purpose on smooth invoicing.

Split – 2: 5 year CMC Payment – 10% (inclusive of applicable GST)

Invoicing:

- Split – 1: Contractor shall raise the invoice for 100% of the Solar PV system against the supply of the materials
- Split – 2: Contractor may raise the invoice for 100% of the CMC period on successful completion of the 'Performance Guarantee Test' ('PG Test') or shall raise on prorata basis on the end of every CMC year.

S No	Split	Description	Basic	GST	Total	Remarks
1	1	Solar PV system			90%	
2	2	CMC			10%	
a)	2	1st Year				2% of TQP
b)	2	2nd Year				2% of TQP
c)	2	3rd Year				2% of TQP
d)	2	4th Year				2% of TQP
e)	2	5th Year				2% of TQP
		Total Quoted Price (TQP)			100%	

Payment Terms

Split – 1: Solar PV System

- 40% of the Basic invoice value with 100% GST shall be released against 'Supply and Receipt, inspection clearance of material at site'.
- 20% of the Basic invoice value shall be released after successful 'Installation and inspection' of the Solar Power Plant.
- 25% of the Basic invoice value shall be released after successful 'Commissioning and COD' of the Solar Power Plant.
- 15% of the Basic invoice value shall be released after 'Performance Guarantee Test' ('PG Test') & reconciliation

Contractor shall be eligible for an advance amount of 10% of the Basic Solar PV System value. The advance shall be released after the issuance of the Work Order/Contract and on submission of 'Advance Bank Guarantee (apart from Contract Performance BG). The Advance Bank Guarantee shall be valid till the completion of installation and commissioning of the solar power plant and receipt of final acceptance certificate. The advance amount if received from KRSRAC shall be adjusted in prorata basis in the Solar PV System (Split -1) payments

Split – 2: CMC Payments

- Upon the successful PG Test, 10% of the total cost shall be released as 'CMC' payment, paid on pro rate basis by end of every year.
- Upon the successful PG Test, Contractor may alternatively invoice the entire CMC value in advance on submission of separate Bank Guarantee equivalent to the 5 years CMC payment. The CMC Bank Guarantee shall be released on prorated basis upon successful completion of every CMC year (after reconciliation)

7.1.5. Force Majeure

- a) Neither Party to this contract shall be liable to the other for any loss or damage which may be suffered by the other due (directly) to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform ("Force Majeure") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lockouts beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of Government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article.
- b) The Party seeking to rely on Force Majeure shall promptly, within 2 days, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defence with particulars detail in writing to the other Party and shall demonstrate that it has and is taking all reasonable measures to mitigate the events of Force Majeure.
 - i. In the event the Force Majeure substantially prevents, hinders or delays the successful bidder's performance of Services necessary for project's implementation or the operation of Project's critical business functions for a period in excess of 3 days, the KRSAC may declare that an emergency exists. However, when the situation arising out of force Majeure comes to an end in the assessment of KRSAC, the successful bidder shall resume normal activities under this contract immediately. If KRSAC considers it necessary, may grant an extension of time to the successful bidder for resuming normal activities under this contract. If the successful bidder does not resume normal activities immediately or within the extended period, if any, granted by the KRSAC, the KRSAC will have the option to invoke the Performance Guarantee, levy liquidated damages, obtain substitute performance from an alternate supplier at the cost of successful bidder and/or terminate this contract.
 - ii. Notwithstanding the terms of this Article, the failure on the part of the successful bidder terms under the Tender to implement any disaster contingency planning, insurance coverage and back-up and other data safeguards in accordance with the terms of the Tender or this CONTRACT against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

7.1.6. Default

As a result of Force Majeure, neither party shall be considered in default in the performance of his obligations hereunder, which as implied herein, shall mean Acts of God, War (declared and undeclared), riots, civil commotions, revolutions, hostilities, strikes, epidemics, accidents, fire, floods, earthquakes, explosions, blockades, nuclear hazards, extreme weather conditions, cyberspace hackers and any other cause similar to the kind herein mentioned or of equivalent force occurring within the Republic of India which is beyond the control of the parties,

unavoidable and which could not reasonably be foreseen which renders impossible the fulfilment of the contract.

7.1.7. Notice of Termination

If the work is not performed to the satisfaction of the client in the extended time period, given by the client, the contract with the contractor shall be terminated by the client by giving 10 days' notice. If a termination notice is given due to Force Majeure, the termination shall become effective upon receipt by the Contractor of the Client's notice to terminate.

7.1.8. Settlement of Disputes

In the event of any dispute arising between KRSAC and the contractor in connection with, or arising out of the contract or Tender or the execution of the Project; the matter in dispute which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement shall, in the first place, be referred to the Additional Chief Secretary (Department of DPAR (e-Governance), GoK. Either party may refer a dispute to the Additional Chief Secretary (Department of DPAR (e-Governance), who shall give a decision in writing within 30 days of reference of dispute. Either party may refer a written decision of the Additional Chief Secretary (Department of DPAR (e-Governance) to arbitration. If neither party refers the disputes to arbitration within 30 days of the date of such decision, Additional Chief Secretary (Department of DPAR (e-Governance) decision will be final and binding.

In case either party is not satisfied with the decision of the Additional Chief Secretary (Department of DPAR (e-Governance), they can institute arbitration proceedings as per Indian Arbitration and reconciliation Act, 1996, after a 30-day notice period.

Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration and conciliation Centre, Karnataka (domestic and international) rules 2012, by one or more Arbitrators appointed in accordance with its rules.

Arbitration proceedings shall be held in Bengaluru and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

7.1.9. Duties and Taxes

The Contractor shall be responsible for the payment of customs or import duties, taxes including GST and all other levies that are enforced within the India for the time being in force. Any effect of future legislation promulgated after the signing of the contract and before the delivery on the above will only be considered on presentation of supporting documents by the Contractor and verification of the same by the Client.



Appendix 1 – Letter of Bid

(To be submitted in firm/ company letter head)

To,

The Director
KRSAC,
Department of Personnel and Administrative Reforms (e-Governance),
Government of Karnataka,
Doora Samvedi Bhavana,
Major Sandeep Unnikrishnan Road,
Doddabettahalli, Bengaluru – 560 097.
Tel No: 080 – 29720557/58, fax: 080 - 29720556
E-Mail: procurement@krsac.in

Sir/Madam,

Subject: Execution of PPA with BESCOM, Design, Supply, Installation, Commissioning of 140 kWp Rooftop Solar PV Power Plant and Undertake Comprehensive Maintenance for Five years in KRSAC Reference: Tender No: <TENDER REFERENCE NUMBER> Dated <DD/MM/YYYY>

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect to **Execution of PPA with BESCOM, Design, Supply, Installation, Commissioning of 140 kWp Rooftop Solar PV Power Plant and Undertake Comprehensive Maintenance for Five years in KRSAC**, do hereby propose to provide our services as specified in Tender.

Technical Response

We confirm having submitted the information as required by you in your Request for Proposal document. This is enclosed in of our technical bid. In case you require any other further information/documentary proof in this regard for evaluation of our bid, we agree to furnish the same in time to your satisfaction.

EMD

We have paid an EMD of Rs..... (Rupees.....) through the portal (<http://eproc.karnataka.gov.in>). This EMD is liable to be forfeited in accordance with relevant provisions of the Tender.

Deviations

We declare that all the services shall be performed strictly in accordance with the bid documents and there are no deviations from the requirements mentioned in this Tender.

Performance Bank Guarantee

We hereby declare that in case the contract is awarded to us, we shall submit the contract with performance bank guarantee in the form prescribed in the Tender.



Validity of this Bid

We agree to abide by this tender response for a period of 180 days after the date of opening of Technical Bids prescribed by the KRSRAC, and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and KRSRAC.

We undertake, if our proposal is accepted, to adhere to the implementation plan for the Proposed Solar Power System at KRSRAC put forward in Tender or such adjusted plan as may subsequently be mutually agreed between us and KRSRAC or its appointed representatives.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory)

Name:

Designation:

Seal:

Date:

Place:

Business Address:

ANNEX-I
Details of Bidder
(On the Letterhead of the Bidder)

Sl. No.	Particulars	Details		
1	Name of the Bidder			
2	Address of the Bidder	Head Quarters	Bengaluru	
3	Status of the Company (Public Ltd/ Pvt. Ltd)			
4	Details of Incorporation of the Company *	Date:		
		Ref. #		
5	Details of Commencement of Business *	Date:		
		Ref. #		
6	Approved channel partner of MNRE	Date:		
		Ref. #		
7	GST Registration No. *			
8	PAN No. *			
9	Name & Designation of the contact person to whom all references shall be made regarding this tender			
10	Telephone No. (with STD Code)			
11	e-Mail of the contact person:			
12	Fax No. (with STD Code)			
13	Website			
14	Financial Details (as per audited Balance Sheets) (in lakhs)			
15	Year	2016-2017	2017-2018	2018-19
16	Turn Over			

* Enclose copy of certificates



ANNEX-II
Technical Criteria of the Bidder
(On the Letterhead of the Bidder)

Solar Projects Undertaken

Item	Particulars of the Project
Title & nature of the project	
Entity for which the project was developed	
Location	
Installed Capacity (in KW)	
Project cost (Rs. Crore)	
Date of commencement of project	
Date of completion/ commissioning	

Instructions:

1. Bidder shall submit Technical Criteria as per Clause 3.3.2.
2. Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by a Group Business Entity specified in Clause 3.3.2.
3. A separate sheet should be filled for each project.
4. Enclose copy of Completion Certificates & Work order (in case of private orders, Bidder to enclose the TDS certificate for the payment receipt)

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder



ANNEX – III

Certificate from Statutory Auditor/ Independent Auditor for Financial Criteria of the Bidder

(On the Letterhead of the Statutory Auditor/Independent Auditor)

Date:

We have verified the relevant statutory and other records of M/s _____ [Name of the Single Business Entity], and certify that the Annual Turnover over the last three Financial Years is as follows –

Fin Year	Annual Turnover (in Rs. Crores / US\$)
2016-17	
2017-18	
2018-19	

This certificate is being issued to be produced before Karnataka State Remote Sensing Applications Centre for the “**Execution of PPA with BESCO, Design, Supply, Installation, Commissioning of 140 kWp Rooftop Solar PV Power Plant and Undertake Comprehensive Maintenance for Five years in KRSAC**”.

Signature and Seal:

Registration number of Statutory Auditor/ Independent Auditor



ANNEX IV

**Format for Certificate from Statutory Auditor/ Independent Auditor for Group Business Entity
(On the Letterhead of the Statutory Auditor)**

Date

TO WHOMSOEVER IT MAY CONCERN

We have verified the relevant statutory and other records of M/s _____ -
(Name of Bidder) and M/s _____ and certify that M/s
_____ is a Group Business Entity as defined in the RFQ Document issued by
KRSAC.

The details of the shareholding are as follows:

- 1.
- 2.

This certificate is being issued to be produced before KRSAC.

Signature and Seal of the Statutory Auditor/
Independent Auditor clearly indicating
his/her membership number



ANNEX - V

Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref. Date:

To,
The Director
KRSAC,
Department of Personnel and Administrative Reforms (e-Governance),
Government of Karnataka,
Doora Samvedi Bhavana,
Major Sandeep Unnikrishnan Road,
Doddabettahalli, Bengaluru – 560 097.

Dear Sir,

I/We hereby confirm that we satisfy the terms and conditions laid out in the RFQ document.

We have agreed that (insert individual's name) will act as our representative and has been duly authorized to submit the RFQ. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation)

For and behalf of _____ (name of the company)



ANNEX - VI
Anti-Collusion Certificate
(On the Letterhead of the Bidder)

We hereby certify and confirm that in the preparation and submission of our Bid for the **Execution of PPA with BESCO, Design, Supply, Installation, Commissioning of 140 kWp Rooftop Solar PV Power Plant and Undertake Comprehensive Maintenance for Five years in KRSAC**, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

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

Dated thisDay of, (month/year)

.....
(Name of the Bidder)

.....
(Signature of the Authorized Person)

.....
(Name of the Authorized Person)

Note:

1. On the Letterhead of the Bidder



ANNEX VII

**Format for Affidavit certifying that the Entity/Promoter/s / Director/s of Entity are not blacklisted
(On a Stamp Paper of appropriate value)**

Anti-Blacklisting Affidavit

I, M/s. (Single Business Entity), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by KRSAC / any other entity of Government of Karnataka or blacklisted by any state government or central government / department / agency in India from participating in Project/s, as on the _____(Bid Due Date).

We further confirm that we are aware that our Bid for the Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFQ at any stage of the Bidding Process or thereafter during the agreement period.

Dated thisDay of, 20....

Name of the Bidder

Signature of the Authorised person

Name of the Authorised Person



ANNEX –VIII

No Deviation Certificate
(On the Letterhead of the Bidder)

To,
The Director
KRSAC,
Department of Personnel and Administrative Reforms (e-Governance),
Government of Karnataka,
Doora Samvedi Bhavana,
Major Sandeep Unnikrishnan Road,
Doddabettahalli, Bengaluru – 560 097.

Dear Sir,

Sub: Bid for selection of a Contractor to Execution of PPA with BESCOM, Design, Supply, Installation, Commissioning of 140 kWp Rooftop Solar PV Power Plant and Undertake Comprehensive Maintenance for Five years in KRSAC.

We, _____ (Bidder's name), confirm our acceptance to all terms and conditions mentioned in the RFQ document, and all subsequent clarifications, in totality and withdraw all deviations raised by us, if any.

Date:

Yours faithfully,
(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)
Name and seal of Bidder



ANNEX –IX
Declaration on Bidder's relation to Directors

This has reference to our proposed Contract regarding selection of a Contractor to Execution of PPA with BESCOM, Design, Supply, Installation, Commissioning of 140 kWp Rooftop Solar PV Power Plant and Undertake Comprehensive Maintenance for Five years in KRSAC in the State of Karnataka to be entered into Contract with KRSAC.

We certify that to the best of my/our knowledge:

- i. I am not a relative of any Director of KRSAC
- ii. We are not a firm in which a Director of KRSAC or its relative is a partner
- iii. I am not a partner in a firm in which a Director of KRSAC, or its relative is a partner
- iv. We are not a private company in which a Director of KRSAC is a member or director
- v. We are not a company in which Directors of KRSAC hold more than 2% of the paid-up share capital of our company or vice-versa.

Place:

Yours faithfully,

Date:

(Signature of the Authorised signatory)



Appendix – II
Power of Attorney for signing of Bid

(To be executed on Stamp paper of appropriate value)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the Execution of PPA with BESCOM, Design, Supply, Installation, Commissioning of 140 kWp Rooftop Solar PV Power Plant and Undertake Comprehensive Maintenance for Five years in KRSRAC, Karnataka proposed by the KRSRAC (the "Employer") including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the draft Contract and undertakings consequent to acceptance of our Bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into the Contract with the KRSRAC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For _____
 (Signature)

(Name, Title and Address)

Witnesses:

- 1
- 2

Accepted

[Notarised]

(Signature)

(Name, Title and Address of the Attorney)



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 when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*



Appendix III

MANUFACTURERS AUTHORIZATION FORM

No.

Date:

To

Tender No:-

Dear Sir,

We ----- who are established and reputable
manufacturer of -----
Having factory at -----
do hereby authorize ----- having
registered office at ----- to submit a bid,
and sign the contract with you for the goods manufactured by us against the above Tender.

We hereby extend our full guarantee and warranty of Solar panels / Battery / Inverter offered for
supply by the above firm against this project.

Yours faithfully,



Appendix IV

FINANCIAL BID

Execution of PPA with BESCOM, Design, supply, installation, commissioning and maintenance of 140kWp Rooftop Solar PV Power Plant and Undertake Comprehensive Maintenance for Five years in KRSAC, Bengaluru.

Rates quoted by the bidder:

The rates should be mentioned clearly both in words and figures

Sl. No.	Item details	Price
1	Execution of PPA with BESCOM, Design, Supply, Installation, Commissioning of 140 kWp Rooftop Solar PV Power Plant and Undertake Comprehensive Maintenance for Five years in KRSAC	Quoted

Bidder shall quote the financials in e-procurement site only. In case bidder quotes financials in any of the document, the bid shall be rejected

Dated this Day of 2020

Signature

(Name and Address of the Tender with seal)

(In the capacity of Duly authorized to sign the Tender for an on behalf of)