

HIGH COURT OF JUDICATURE AT BOMBAY

Hutatma Chowk,

Fort, Mumbai 400 032.

Tender Notice No. HIGH COURT/SOLAR/515/2023

Dated: 22/12/2023

The High Court of Judicature at Bombay invites online bids (Technical & Financial) from the eligible bidders which are valid for a minimum period of 180 days from the date of opening of bids (i.e.8/01/2024) for entering into Rate Contract for **“The Supply, Installation, Testing, Commissioning and Maintenance of Grid Connected Rooftop Solar Power Hybrid Plants with Net Metering & internal wiring facilities for backup at the District and Taluka Courts in the State of Maharashtra and Goa and Union Territory at Diu, Daman and Dadra Nagar Haveli at Silvassa.”** This rate contract will be valid for a period of two (2) years from the date of signing of contract.

The prospective bidders desirous of participating in this tender may submit their written queries to the undersigned on or before 30/12/2023 at 04.00p.m. by email at cpc-bom@ajj.gov.in with the subject line “Pre-bid queries in respect of Solar”. Based on queries received, the High Court may amend the Tender/ issue Corrigendum, if required. Inputs/suggestions/queries submitted by Bidders as a part of the pre-bid meeting or otherwise shall be given due consideration. However, the High Court is neither mandated to accept any submission made by the Bidder nor the Bidder shall be given any written response to their submissions. If an input is considered valid, the same shall be accepted and incorporated as part of the Corrigendum.

A pre-bid will be conducted through Video Conferencing for which the required web link and time will be communicated to the bidder who has sent their queries. A link will be also published on the website of the Bombay High Court. The bidder who wants to join it has to send an Identity card letter through email, for the person who will join the video conferencing meeting. The attendance on Video conferencing will be marked as per the list of the participant. While joining the meeting, the name of the person who will join along with the name of the firm for whom he will join shall be displayed. While conducting the meeting, the participants shall maintain etiquette, if failed then they will be quit from the meeting.

Interested parties may view and download the Tender document containing the detailed terms & conditions, from the Websites viz. <http://mahatenders.gov.in> and <http://bombayhighcourt.nic.in>.

Sd/-

**Registrar General
High Court, Bombay**

HIGH COURT OF JUDICATURE AT BOMBAY

Hutatma Chowk, Fort,

Mumbai 400 032.

Tender Notice No. HIGH COURT/SOLAR/515/2023

Tender Document for entering into Rate Contract for “The Supply, Installation, Testing, Commissioning and Maintenance of Grid Connected Rooftop Solar Power Hybrid Plants with Net Metering & internal wiring facilities for backup at the District and Taluka Courts in the State of Maharashtra and Goa and Union Territory at Diu, Daman and Dadra Nagar Haveli at Silvassa”.

Document Control Sheet

Tender Reference No.	HIGH COURT/SOLAR/515/2023
Name of Organization	High Court of Judicature at Bombay
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category(Services/Goods/works)	Goods/Service
Type/Form of Contract (Work/Supply/Auction/Service/Buy/Rate Contract/ Empanelment/Cell)	Supply/Installation/Service/Rate Contract/Empanelment
Product Category	Information Technology
Re-bid submission allowed (Yes/No)	Yes
Is Offline Submission Allowed (Yes/No)	No
General Technical Evaluation Allowed (Yes/No)	No
Withdrawal Allowed (Yes/No)	No (after Technical Bid Opening)
Is Multi Currency Allowed	No (Only INR)
Payment Mode (Online/Offline)	Online
Date of Issue/Publishing	27/12/2023 (11.30 am)
Document Download/ Sale Start Date	27/12/2023 (11.30 am)
Document Download/ Sale End Date	06/01/2024 (02.00 pm)
Clarification Start Date	27/12/2023 (11.30 am)
Clarification End Date	30/12/2023 (04.00 pm)
Pre-bid Meeting	02/01/2024 (11.30 am)
Last Date and Time for Uploading of Bids	06/01/2024 (02.00 pm)
Date and Time of Opening of Technical Bids	08/01/2024 (02.30 pm)
Contract Type (Empanelment/Rate Contract/ Tender)	Empanelment/Rate Contract
Tender Fee	Rs.15,000/- Rupees Fifteen Thousand Only
Number of Covers/Packets (Technical and Financial)	2
Bid Validity days (180/120/90/60/30)	180 day
Location (Work/Services/Items/As per Tender document)	As per Tender document
Address for Communication	Registrar General High Court, Bombay

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INSTRUCTIONS FOR ONLINE BID SUBMISSION:-

The Registrar General on behalf of the Bombay High Court invites Online bid for entering into Rate Contract for **“The Supply, Installation, Testing, Commissioning and Maintenance of Grid Connected Rooftop Solar Power Hybrid Plants with Net Metering & internal wiring facilities for backup at the District and Taluka Courts in the State of Maharashtra and Goa and Union Territories at Diu, Daman and Dadra Nagar Haveli at Silvassa”**.

A Tender document has been published on the e-tendering System of the Government of Maharashtra at <http://mahatenders.gov.in>. The bidders are required to submit soft copies of their bids electronically on the e-tendering System of the Government of Maharashtra, using valid Digital Signature Certificates.

Detailed information for submitting Online bids may be obtained at <http://mahatenders.gov.in>.

PREPARATION OF BIDS:-

Please go through the ‘Tender Advertisement’ and the ‘Tender Document’ carefully to understand the documents required to be submitted as a part of the bid. Please note the number of covers **[as per Annexure-13]** in which the bid documents have to be submitted, the number of documents- including the names and content of each of the documents that need to be submitted. Any deviations therefrom may lead to rejection of the bid.

Bidder, in advance, should get ready the bid documents to be submitted as indicated in the Tender document/schedule and generally, it can be in PDF / RAR format. Scanned documents should be legible.

Before submitting the bid, the bidders should take into account the corrigendum, if any, published before submitting their bids.

ASSISTANCE TO BIDDERS:-

1. Any queries relating to the Tender document and the terms and conditions contained therein should be addressed to the **Central Project Coordinator** by sending an email at **cpc-bom@aij.gov.in** or calling on a telephone No. 022-20820565 as mentioned in the Tender document.

2. Any queries relating to the process of online bid submission or queries relating to the e-tendering System of the Government of Maharashtra i.e <http://mahatenders.gov.in>, in general, may be available at the 24x7 Help desk. The Contact No. is 1800 3070 2232 / Mobile: +91-7878107985, +91-7878107986 + 91-7878007972 and +91-7878007973.

SECTION- I

1.1 SUBMISSION OF PROPOSAL:-

1.1.1 Bidder should log on to the e-tendering system of the Government of Maharashtra well in advance for bid submission so that the bid is uploaded in time i.e. on or before the bid submission time. The High Court shall not be responsible for any delay due to any issues/ uploading the Bid or depositing online Fee/EMD, etc.

1.1.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender document, as per **Annexure-13**.

1.1.3 Only “Online” payments will be accepted.

1.1.4 Bidders are requested to note that they shall submit their Technical bids and Financial bids in the pdf /Xls/RAR format. No other format is acceptable.

1.1.5 Technical and Financial bid shall be typed or written and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation and shall form a part of the Proposal. The name and position of each person signing the authorization must be typed or printed below the signature. All pages of the Proposal shall be signed or sealed by the person signing the Proposal.

1.1.6 The time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referring to the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.

1.1.7 Upon the successful and timely submission of bids, the ‘Portal’ will display a successful bid submission message & a bid summary will be displayed with the Bid No., the date and time of submission of the bid and all other relevant details.

1.1.8 The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening Meetings.

1.1.9 The bid must contain the name, office and after office hours addresses including telephone number(s) including of the person(s) who are authorized to submit the bid with their signatures. A certificate from the bidder’s HR/Legal Department must be enclosed with the bid certifying that the person(s) who signed the bid are the person(s) authorized to sign on behalf of the Company.

1.1.10 The Bids which are unsigned, unstamped and without a certificate of the authorized person from the bidder’s HR/Legal Department, shall not be accepted.

1.1.11 Bids that are **NOT** submitted as per the specified format and nomenclature shall be out rightly rejected.

1.2 UNIFORMITY:-

To provide uniformity and to facilitate comparison of proposals, all information submitted must refer to the page number, section, or other identifying references in this tender document. All information submitted must be noted in the same sequence as they appear in this tender document. All pages of the proposal must be paginated.

1.3 ONLY ONE PROPOSAL:-

Bidder may submit only one proposal. If a Bidder (including a partner in a Consortium or Joint Venture) submits or participates in more than one proposal, such proposals shall be rejected.

1.4 COST OF BIDDING:-

Bidders shall bear all costs associated with the preparation and submission of its Proposal. The High Court shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.5 PROPOSED MATERIAL:-

1.5.1 The Proposal material submitted in response to the Tender becomes the property of the High Court and is to be appended to any formal document which would further define or expand the contractual relationship between the High Court and the Bidder. All the materials submitted will be considered as part of this Tender.

1.5.2 The Bids and all correspondence and documents relating to the bids shall be in English.

1.5.3 Tender process will be over after the issuance of the **Letter of Award/Purchase Order** to the successful Bidder(s).

1.6 SUBCONTRACTING:-

1.6.1 The Bidder shall not assign or sub-contract any part of the contract to any individual, firm or entity, in any form without prior written permission of the Registrar General.

1.6.2 The successful bidder may outsource certain non-critical activities in the scope of work like installation of the equipment to a third party after prior written consent from the High Court. However, such consent shall not relieve the successful bidder from any liability or obligation under the contract.

1.6.3 Any breach of the restriction may result in termination of the contract and forfeiture of the EMD/ Security Deposit and encashment of the Performance Bank Guarantee.

1.7 NEGOTIATIONS:-

1.7.1 The High Court reserves the right to negotiate the prices quoted in the bid to effect downward modification.

1.7.2 The successful Bidder will be informed in writing of the date, place and time for negotiations/clarifications if any. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.

1.7.3 The successful Bidder shall confirm in writing its participation in negotiations and ability to adhere to its Technical and Financial Proposals within five (5) days of receiving the notice in accordance with relevant Clauses.

1.8 ACCEPTANCE AND REJECTION OF PROPOSAL:-

1.8.1 The Registrar General reserves the right to accept or reject any Proposal and to annul the bidding process and reject all Proposals at any time before issuance of a Letter of award/Purchase Order without assigning any reasons and without incurring any liability to the Bidders.

1.8.2 The High Court is not bound to accept the lowest tender and acceptance of tender may also be based on systems with technically sound features. In this regard, the decision of the High Court shall be final.

1.8.3 Specifications mentioned in the tender document are minimum requirements for the proposed system. However, the bidder may offer a higher configuration over and above the requirement. Offers not meeting the minimum requirement shall be rejected.

1.8.4 The Bidder shall quote only the latest model of equipment and shall give details of the Make and Model, Year of Manufacture and End of Life of the Products quoted by him.

1.8.5 The Bidder shall not quote outdated, obsolete, discontinued, unsupported products or products that are at the End of Life. The High Court reserves the right to reject such product/s and accept the product/s which is/are better in quality and/or performance.

1.8.6 Where the bidder is not the OEM, he shall be the sole authorized dealer/distributor of products to be supplied and shall submit the Manufacturers Authorization Form (MAF) in this regard along with the bid. The High Court reserves the right to disqualify the bidder who fails to produce MAF in the prescribed format.

1.8.7 Any conditional and/or incomplete bid shall be summarily rejected.

1.9 PRICE OFFER AND TAXES:-

1.9.1 The Bidder may provide multiple solutions as a part of the technical bid but shall submit ONLY ONE financial bid. In the case of more than one financial bid, the bid will be considered non-responsive. Prices quoted in the bid must be firm and inclusive of all taxes, rates, fees, surcharges, and duties and shall not be subject to any upward modifications, on any account whatsoever. No alternate/conditional price offers shall be allowed.

1.9.2 All rates and prices once agreed in the Contract shall be fixed for the entire duration of the contract but in case of change in the rate of Taxes / Levies, the same shall be passed to the High Court.

1.10 ACCEPTABLE BANKS:-

1.10.1 All Bank related documents should be submitted only from the Nationalized / scheduled Banks.

1.10.2 Bids are to be submitted as per the “**Annexure – 13: Bid Submission**”. While submitting the bid, the bidder shall check the list at **Annexure – 14**.

1.11 BID SCOPE:-

The Bidder cannot bid for a specific portion of the tender scope and shall bid for the entire tender.

1.12 BID VALIDITY:-

The bids shall remain valid for **180 days** from the date of opening of the bid. The validity period can be extended at the sole discretion of the Registrar General.

1.13 BID PRICES:-

1.13.1 The Bidder shall give the pricing as a total composite price inclusive of GST, packing, forwarding, freight and insurance, etc. applicable to the Contract. The Tax components will be calculated separately.

1.13.2 The arithmetical errors in Financial Proposal shall be rectified as under:

i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and respective weightage, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Registrar General, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii) If there is a discrepancy between words and figures, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

iv) If there is a discrepancy between the quantity specified by the High Court and the quantity indicated by the Bidder in any price schedules, the quantity specified by the High Court shall prevail and shall be corrected accordingly.

1.13.3 If the Bidder does not accept the correction of errors as per this Clause, his bid will be rejected and the amount of EMD forfeited. The High Court may invite the next lowest Bidder for negotiations and finalization of the Contract/Agreement.

1.13.4 The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank or against which “-” is indicated) in the Price Schedules will be deemed to have been included in other items (s).

1.14 DISCOUNTS:-

The Bidders are advised not to indicate any separate discount in the Financial Bid. The Bidders shall include a discount, if any, in the total price. Discount of any type indicated separately, shall not be taken into account for evaluation purposes. However, in the event of such an offer being found to be the lowest without taking into account the discount, the High Court shall avail such discount at the time of award of a contract.

1.15 MODIFICATION AND WITHDRAWAL OF BIDS:-

1.15.1 The Bidder is allowed to modify or withdraw its submitted bid any time before the last date prescribed for receipt of bids, by giving in writing, an intimation 7 days in advance.

1.15.2 After the last date for receipt of bids, no modification/ withdrawal of bids shall be allowed.

1.15.3 The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal may result in the forfeiture of its EMD of the Bidder.

1.16 LOCAL CONDITIONS:-

1.16.1 Each Bidder shall fully get acquainted with the local conditions and factors, which may have any effect on the performance of the contract and /or the cost.

1.16.2 The Bidder is supposed to know all conditions and factors, which may have an effect on the execution of the contract after the issue of Letter of Award/Purchase Order as described in the bidding documents. The Registrar

General shall not entertain any request for clarification from the Bidder regarding such local conditions.

1.17 CONFLICT OF INTEREST

1.17.1 Bidders must disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of a Bidder or termination of its Contract.

1.17.2 In the event of a conflict of interest, the Bidder may seek no objection from the High Court to bid. Such a request will be considered on merits.

1.18 CONFIDENTIALITY:-

1.18.1 The term “**Confidential Information**” means any written information, including without intimation, information created by or for the other party, which relates to internal controls, Router or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business processes and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

1.18.2 Information relating to the examination, evaluation, comparison, post-qualification of Proposals and recommendation of Contract award, shall be confidential and shall not be disclosed to Bidders or any other persons not officially concerned with such processes.

1.18.3 The Bidder or Service Provider should not disclose to any other party and keep confidential the terms and conditions of this tender, any amendment hereof, and any Attachment or Annexure hereof.

1.18.4 At all times during the performance of the Contract, the bidder or Service Provider shall abide by all applicable High Court security rules, policies, standards, guidelines and procedures. The bidder or Service Provider shall note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

1.18.5 The bidder or Service Provider shall not disclose to any other party and keep confidential the terms and conditions of this tender, any amendment hereof, and any Attachment or Annexure hereof.

1.19 CLARIFICATION OF PROPOSALS:-

1.19.1 To assist in the examination, evaluation, comparison and post-qualification of Proposals, the High Court may, in its discretion seek clarification of its Proposal in any bidder. The Bidder must furnish the required clarification in writing within the stipulated time.

1.19.2 Any clarification submitted by a Bidder that is not in response to a request by the High Court shall not be considered.

1.19.3 No change in the prices or substance of the Proposal shall be sought, offered, or permitted, after the opening of Financial Proposals, except to confirm the correction of arithmetic errors identified by the High Court in the evaluation of the Proposals.

1.19.4 No inquiry shall be made by the bidder(s) during the evaluation of the Tender, after the opening of the bid, till the final decision is conveyed to the successful bidder(s). However, the Registrar General may seek clarifications from the bidders, which the bidders must furnish within the stipulated time else the bid of such defaulting bidders will be rejected.

1.20 NON-CONFORMITIES, ERRORS, AND OMISSIONS:-

1.20.1 The bidder is expected to comply with the true intent of this tender and shall not avail benefits of any errors or omissions to the detriment of the services. Should the bidder suspect any error, omission, or discrepancy in the specifications or instructions, the bidder shall immediately notify the Registrar General in writing, and the Registrar General shall issue instructions to be followed. The bidder is responsible for the contents of its Proposal and for satisfying the requirements set forth in the tender document. The High Court may waive any non-conformity or omission in a technically qualifying Proposal that does not constitute a material deviation.

1.21 UNDUE INFLUENCE:-

Any attempt by a Bidder to influence the examination, evaluation, comparison, and post-qualification of the Proposals or Contract award decisions, in any manner, may be treated as sufficient ground for the rejection of its Proposal.

1.22 AMENDMENT OF BID DOCUMENTS:-

1.22.1 At any time, before the date of submission of Bids, the Registrar General, may, for any reason, whether at its initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by amendments. The modification shall be published only on the website of the High Court and the e-tendering website of the Government of Maharashtra. The modifications shall not be communicated to any bidder in writing.

Prospective Bidders are advised to periodically browse this Website to find out any further Corrigendum / Addendum / Notice published for this Tender.

1.22.2 RIGHT TO ALTER ITEMS

The High Court reserves the right to include or exclude any tender item, and also to make a change in specifications or quantity of any items.

1.22.3 MODIFICATION AND WITHDRAWAL OF OFFERS:-

The bidder may modify its bid through the e-tendering system at any time before the submission of bids. However, withdrawal of the original offer will not be allowed. No offer can be modified by the Bidder, after the closing date and time for submission of offers. If a date of submission is extended due to some reasons, modification in the offer is possible till the extended period provided the bid has not been opened.

1.22.4 If the Bidder is amalgamated/merged or otherwise taken over/ by another entity or/is hired off to another entity all the obligations under the agreement with the High Court, shall also be complied with by the new entity/resulting company.

1.22.5 If the name or clarification of the product undergoes any change all techno-fiscal benefits if any shall be passed on to the High Court.

1.22.6 During the validity of the Bid including the extended period, if any, if the Bidder quotes, sells, or exhibits written intention to sell any System or sub-system of the same or equivalent configuration to any other Department/ Organization at a price lower than the price fixed for the High Court under similar terms and conditions, the Bidder shall forthwith upon quoting such lower rate(s) pass on the cost-benefit to the High Court. In the event of lowering of Government levies after the finalization of the Bid, the Bidder shall pass on the benefits to the High Court, and in the event of an increase in government levies after the finalization of the Bid; the High Court shall bear the pro-rata increase to the Bidder if the same has been explicitly given in the Financial Annexure.

1.22.7 Request by selected Bidder for rate variation due to fluctuation in the foreign exchange rate (USD) will not be considered.

1.22.8 During the validity of Bid, in case the High Court notices that the market rates have come down were finalized or upon selection of new system configuration based on market trends or for the reasons of technological changes, the High Court may ask the technically qualified bidders to re-quote the prices. The time difference between such re-quotes will be a minimum of 6 months except in the case of the Union Budget. All those technically qualified bidders, whose EMD have been returned by the High Court during/after the

evaluation of the Tender, will have to submit the EMD of the same amount along with the revised price quotations.

1.22.9 This bid is not exclusively reserved for Make in India class 1 local supplier. As per DPIIT Order 2017, bidders from Class 1 / Class 2 local suppliers may quote prices with L1 + X% as stated in Public Procurement (Preference to Make in India) Order 2017 dated 04.06.2020. In the case of electronic goods, the eligible bidder shall comply with the verification of local content/ Domestic Value Addition as per the notification dated 7th September 2020 issued by the Ministry of Electronics and Information Technology (IPHW) Division.

1.22.10 Preference will be given to domestically manufactured electronic goods in procurement due to security reasons and in Government procurement Guidelines as per Govt. Notification No: 33(3)/2013-IPHW dated 23/12/2013 and subsequent amendments/clarifications will be followed for implementation. Bidders must submit an undertaking on a Stamp Paper of requisite value mentioning the percentage of domestic value addition (in terms of BOM), to fall under this category and avail the preference.

1.22.11 Any bidder from a country that shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. Non-compliance or incorrect declaration(s) may result in immediate termination of the contract and further action in accordance with the law. The bidder shall submit the declaration in the Format as given in this document (**Annexure -19**)

1.22.12 The Bid of the bidders, quoting false information will be cancelled and EMD will be forfeited. Bidders, who do not provide this undertaking, shall not be considered.

1.23 OBJECTIVE / SCOPE:-

1.23.1 The High Court of Judicature at Bombay invites a tender **from a bona fide, resourceful and experienced manufacturers or its Authorized dealers** for **“The Supply, Installation, Testing, Commissioning and Maintenance of Grid Connected Rooftop Solar Power Hybrid Plants with Net Metering & internal wiring facilities for backup at the District and Taluka Courts in the State of Maharashtra and Goa and Union Territories at Diu, Daman and Dadra Nagar Haveli at Silvassa”**.

1.23.2 The probable required solar hybrid plant at the locations decided by the High Court will be 20 KWP. However, after actual survey by the successful bidder, it will be the discretion of the High Court to reduce the said capacity as per the sanctioned load at particular location.

1.23.3 The system shall be with Remote Monitoring Mechanism.

1.23.4 This Tender caters to the supply, testing, installation, Commissioning and maintenance of Hardware systems and related sub-systems.

1.23.5 e-Tender is valid for 180 days from the date of opening. The Tender is invited to supply, install and operationalize the items as given in the “**Annexure – 8: Technical**”.

1.23.6 The bidder shall install Solar plant as per the heritage building policy at the respective locations. With regard to cabling is concerned, it will be done under the supervision of the authorized officer of the respective Court.

1.23.7 DETAILED SCOPE OF WORK :-

i] ERECTION AND COMMISSIONING:- The Successful Bidder(s) shall perform the following Scope of Work, but not limited to, in relation to the power plant.

A. Design, develop, procure, construct and commission grid connected roof mounted solar photovoltaic power plants, which includes, but is not limited to the following:

- a) Solar PV modules;
- b) Mounting frames, structures, array foundation (grouting on terrace), earthing grid design, and module inter-connection;
- c) All System Junction boxes;
- d) Power Conditioning Units (PCU);
- e) MPPT – Max power point tracking built in the PCU;
- f) Appropriate AC power evacuation panels or inverters, according to Site requirements, with bus bars (in-built or otherwise) and circuit breakers;
- g) Protection or isolation systems;
- h) Power and Control Cables;
- i) Earthing system for PV Array, DC power system, lightning protection system;
- j) Transportation, unloading, and loading of all equipment at Site;
- k) Project Management including adherence to all requisite safety practices;
- l) Fire extinguishing system;

B. Installation and Commissioning of grid connected roof mounted solar photovoltaic power plants, which includes:

- a) Design and construction of foundations or grouting for holding module mounting structures without puncturing the roof and use pre-casted blocks; maintaining proper drainage of rain water over terrace through the

installation area; cable routings through PVC pipes not obstructing the movement on the terrace;

b) Before commencement of work, the successful bidder shall obtain approvals for all related drawings from the relevant and concerned building authorities like court and PWD (if necessary);

c) All drawings shall conform to relevant IS/ IEC standards;

d) Special care to be taken while designing all structures for modules to cater to heavy rainfall, strong winds, droppings or spots that may be prevalent in the area;

e) Undertake Pre-commissioning and Commissioning of all supplied equipment;

e.1) Test running of the grid-connected solar facility including load trials at Site, prior to handover and commencing energy export for metering;

e.2) Grid commissioning; the plant needs to be grid interactive. Interconnection points to be checked and certified by the concerned distribution licensee for accuracy and safety.

e.3) Installation of Solar Meter and Net Meter, if any with submission of drawings for grid interface for each individual power plant and get approved prior to commencement of work on Site. Installation of the New Bi-directional Connection Meter (Net Meter) will be carried out by DISCOM, the bidder to supply Net meter (physical). The charges of DISCOM or any arrears of electricity consumption will be borne by the Court.

Solar meter shall be installed at the delivery point of the solar energy system to measure the total solar electricity generated. The Solar Meter shall be of 0.2s class accuracy and with facility for reading. It shall be the discretion of the High Court that Solar meter (existing meter) at the site may be used as a generation meter, after installation of Solar Power plant at particular location.

e.4) The solar meter shall preferably have the facility for downloading meter reading using meter reading instrument (MRI) or wireless equipment or such other devices.

e.5) Commissioning certificate from relevant authorities;

e.6) the successful bidder may require to execute work for necessary internal wiring for commissioning of the power plants and battery back up at the identified locations as per site requirement. The price for plant includes the price for entire required wiring, spares that may require for battery back up.

Expected Output:- Standard 1kW grid connected Solar System with Hybrid Inverter and battery backup for which system should generate approximate 990 units per year with this following load can be catered :-

Sr. No.	Appliance	Watt	1 kW
			Quantity for minimum 3 hours backup
1	Tube light	45	5
2	Fan	80	3
3	Computer Server	500	1

1.24 GENERAL INSTRUCTIONS TO THE BIDDERS:-

1.24.1 The cost of preparing a proposal, the cost involved for the technical presentation and of visits to the High Court is not reimbursable.

1.24.2 All alternation over-writings in the proposal should be authenticated by the initials of the authorized signatory.

1.24.3 Successful bidder must ensure his establishment in India and Maharashtra and location mentioned in this tender document for services and support.

1.24.4 The decision of the High Court arrived during the various stages of the evaluation of the bids is final and binding on all bidders. Any representation towards these shall not be entertained by the High Court.

1.24.5 In case the successful bidder is found in breach of any condition(s) of the Tender or supply order, at any stage during supply/installation/commissioning or warranty period, legal action as per Rules/Laws will be taken.

1.24.6 Canvassing in any form will lead to disqualification of the bid. Any attempt by the bidder to bring pressure towards the High Court's decision-making process, such bidders shall be disqualified for participation in the present Tender and this bidder may be liable to be debarred from bidding for the High Court Tenders in future.

1.25 DEFINITIONS:-

a) **“Applicable Law”** means the laws, enactments and any other instruments having the force of law in India, as may be issued from time to time.

b) **“Authority”** means the authorized officer of the concerned Court/Court Receivers/the Maharashtra Judicial Academy, Uttan (MJA) and Maharashtra State Legal Services Authority.

- c) **“Ballast Structure”** means the solar ballast which are special types of cement concrete blocks used for installation of Solar panel which eliminates the need to drill holes in roof and which makes the solar panels resistant to wind lifting.
- d) **“Bank” or “Banks”** refers to all Nationalised and scheduled Indian Banks as per the current list of Reserve Bank of India.
- e) **“Bidder”** means a Company, a firm or Joint Venture or Consortium which participates in the tender and submits its proposal.
- f) **“Commissioning”** means testing operations and functionalities of the installed equipment and ensuring that it delivers the result as per the tender specifications.
- g) **“Consignee”** means the officer authorized by the High Court for receiving goods at the place of receipt;
- h) **“Contract”** means an agreement entered into between the Registrar General of High Court and the Service Provider / Bidder, as recorded in the Contract Form signed by the parties, including all attachments and all documents incorporated by reference therein.
- i) **“Contract Price”** means the price payable to the Successful Bidder under the ‘Letter of Award’ for the full and proper performance of its contractual obligations. The Contract Price shall be deemed as “Contract Value” appearing anywhere in the document.
- j) **“Corrupt Practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract, procurement process or in contract execution.
- k) **“Court”** means all Courts and Tribunals within the jurisdiction of the High Court.
- l) **“Delivery”** means the delivery of item, sub-items and necessary peripheral units and connecting cables, etc.
- m) **“High Court”** means the High Court of judicature at Bombay and its Benches at Nagpur and Aurangabad and Seat at Panjim Goa.
- n) **“IEC”** means specifications of International Electro-technical Commission;
- o) **“in writing”** means communicated in written form with proof of receipt.
- p) **“Installation”** means installation of the technically tested/accepted items at the Site.
- q) **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, service marks, brands, propriety information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- r) **“Kick Off Meeting”** means a meeting convened by the High Court to discuss and finalize the work execution plan and procedures with the successful Bidder.

- s) **“kWp”** means Kilo-Watt Peak;
- t) **“kWh”** means kilo-Watt-hour;
- u) **“Letter of Award”** means a signed letter by the Registrar General, High Court to award the work.
- v) **“NIT”** is the Notice Inviting Tender. It is essentially the Press Notification of the Tender.
- w) **“OEM”** means Original Equipment Manufacturer.
- x) **“Registrar General”** means the Registrar General of the High Court of Judicature at Bombay.
- y) **“Project Capacity / Plant Capacity”** means Capacity in kWp offered by the bidder for each location/site consisting of roof top. It is specified on “DC” output side only.
- z) **“Rate Contract”** (or the term ‘framework agreement’ in certain contexts) means an agreement between a Central Purchase Organisation or procuring entity with one or more bidders, valid for a specified period of time, which sets out terms and conditions under which specific procurements can be made during the term of the agreement and may include an agreement on prices which may be either predetermined or be determined at the stage of actual procurement through competition or a predefined process allowing their revision without further competition.
- a.a) **“Service Provider”** means a Company a firm or Joint Venture or Consortium which participates in the tender or supplying the Services and work under Contract.
- a.b) **“Site”** shall mean all identified locations within the jurisdiction of the High Court or any other place as directed by the Registrar General, where the bidder/ Service Provider shall carry out any installation or is required to provide any Services.
- a.c) **“Site Acceptance Test (SAT)”** is a process of testing the offered product/service to be provided by the Bidder at High Court or at factory premises/Testing Lab of the bidder. SAT comprises of ‘Product Acceptance Tests’ with respect to Technical Specifications [as specified in this tender], checking the installation, commissioning and integration of sub- components etc.
- a.d) **“Sub Contractor”** means any person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Services is subcontracted by the bidder / Service Provider.
- a.e) **“Successful Bidder”** means the Bidder, who, after the complete evaluation process, gets the Letter of Award.

1.26 TENDER FEES :-

The Bidder needs to submit non refundable tender fee of **Rs.15,000/- Fifteen Thousand Only** by online.

1.27 EARNEST MONEY DEPOSIT (EMD) :-

1.27.1 Bidders are required to submit refundable EMD **as per Annexure -1: Earnest Money Deposit** by online or by uploading Bank Guarantee as provided in clause 1.27.3.

1.27.2 Where the amount of EMD is below Rs.1,00,000/- (Rupees One lakh), it is mandatory to submit EMD by online. A Bank Guarantee will not be accepted where the amount of EMD is below Rs.1,00,000/- (Rupees One lakh).

1.27.3 Bidders shall upload a copy of a Bank Guarantee in the form of a Bank Guarantee in “**Annexure – 18**” in the Technical Cover. The Original Bank Guarantee be submitted to the High Court before the time of bid opening i.e. 8/01/2024 at 11:30 am (as mentioned in the **Annexure – 6**).

1.27.4 A Bank Guarantee must be properly stamped. The Bidder shall bear the necessary expenses of the Stamp duty. Unstamped or improperly stamped Bank Guarantee will not considered as a valid Bank Guarantee.

1.27.5 The Earnest Money Deposit will be returned as per procedure of e-tendering.

1.27.6 The EMD of the successful Bidder will be returned when the Successful Bidder has signed the Contract Agreement and has furnished the required Performance Guarantee.

1.27.7 Exemption from payment of Tender fee & Earnest Money Deposit (EMD):

a) Indian manufacturers who are registered as Micro Small Medium Enterprises (MSME) with the District Industries Centre (DIC) or National Small Industries Commission (NSIC) or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME are exempted from payment of earnest money deposit and Tender Fee provided they to furnish a photocopy of a valid registration certificate in support of claim along with their request letter.

b) The certificate should be valid on the scheduled date/Extended date of submission of tender.

c) Wholesale and retail sale under codes 46 and 47 of NIC 2008 do not fall under MSME category. As such, the **bidders dealing in wholesale and retail sale of the Solar plant are not entitled for exemption from payment of Tender fee and/or EMD.**

d) The items of Product/Services mentioned under the certificate should be the same or similar to the tendered items.

e) In case the MSME registration certificate is found to be invalid during evaluation, the bid of such bidder shall be rejected.

f) NSIC certificate with monetary limit indicated should be valid on the scheduled date / extended date of submission of tender. Certificate without monetary limit will not be considered. The items of Product / Services mentioned under NSIC certificate should be the same or similar to the tendered items (Schedule of Items of Tendered). The Monetary limit stipulated in the NSIC certificate of MSEs should be equal or more than the value of work of this tender. In the absence of a valid certificate from the NSIC, such Bids shall be rejected.

1.27.8 Forfeiture of EMD:

The EMD will be forfeited under the following circumstances:

(i) If a Bidder withdraws its bid during the period of bid validity, Or

(ii) If the Bidder fails to accept corrections of arithmetic errors identified by the High Court in the Bidder's bid (if any), Or

(iii) If the Successful Bidder fails to make arrangement for technical evaluation of the offered product within the stipulated time, Or

(iv) If the Successful Bidder fails to accept the Letter of Award and /or execute an agreement within the stipulated time, Or

(v) If the Successful Bidder fails to furnish the Performance Guarantee within the stipulated time.

1.28 ELIGIBLE BIDDER:-

The eligible Bidder shall be shortlisted during the evaluation process for this tender at the High Court.

1.29 ELIGIBILITY CRITERIA:-

1.29.1 Eligibility Criteria is given in the “**Annexure – 3: Eligibility Criteria**”.

1.29.2 Documentary evidence for compliance of each of the eligibility criteria must be enclosed along with the bid together with the references as required in the “**Annexure – 3: Eligibility Criteria**”. The bidder shall check a list (Annexure-14) **be certificate with monetary limit indicated should be valid on the scheduled date / extended date of submission** before uploading documents for the eligibility criteria.

1.29.3 Relevant portions, in the documents submitted in pursuance of the eligibility criteria shall be highlighted and all pages of the bid document should be serially numbered.

1.29.4 If a bid is not accompanied by all the above mentioned documents, the same would be rejected.

1.29.5 The High Court reserves the right to seek clarifications on the already submitted documents.

1.30 TECHNICAL BID:-

1.30.1 Details of types of equipment and Technical Specifications/requirement to be procured are given in “**Annexure – 8: Technical**” and “**Annexure - 9**”. While submitting a bid, the bidder shall check a list as per **Annexure-14**.

1.30.2 Technical bid and list of the enclosure must be properly numbered and indexed along with signatures of the authorized representative of quoting bidder(s).

1.30.3 The Bidders shall specify the Make and Model of the equipment/item quoted. The bidder should enclose relevant technical brochures for the item(s) quoted.

1.30.4 No deviations in terms & conditions of the Tender document, technical specifications shall be accepted.

1.31 FINANCIAL BID:-

1.31.1 Details for submitting Financial Bids are given in “**Annexure – 10 : Financial, Annexure - 11 : MF01A and Annexure – 12 : MF01B**”. The bidder shall submit the Financial bid for the corresponding configuration/description as indicated in “**Annexure – 8 : Technical and Annexure 9 : Main Technical MT.01**”.

1.31.2 Bidders shall indicate the rates in clear/visible figures as well as in words. In case of a mismatch, the rates written in words will prevail.

1.31.3 Bidder should not quote products which are bearing obsolescence. However, if it happens, successful bidder will supply the next higher version of the technically accepted product at the accepted price.

1.31.4 In the Financial Bid, the basic prices in Indian rupees should be quoted separately for each set of items given in “**Annexure – 8 : Technical**” inclusive of Interface Cables, Power Cables, related accessories, Documentations of sub assemblies of system and Operating Manuals of the systems, Packing, Forwarding, Freight, Insurance, Installation charges at sites and Warranty etc.

1.31.5 Excise duty, GST and any other tax as applicable should be quoted separately, failing which these are not payable extra.

1.32 OPENING OF PROPOSAL:-

The Evaluation Committee or its authorized representative will open the tenders.

1.33 EVALUATION:-

1.33.1 The evaluation committee of the High Court would evaluate the bids based on the specifications, adequacy of equipment and performance of the equipment.

1.33.2 The Registrar General reserves the right to modify the Evaluation Process at any time during the Tender Process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

1.33.3 Any time during the process of evaluation, the Registrar General, may seek clarifications from any or all Bidders.

1.34 TECHNICAL EVALUATION PROCESS :-

1.34.1 A duly constituted Technical Evaluation Committee (TEC) will shortlist Technical Bids based on technical parameters, better quality, performance, etc.

1.34.2 Technical evaluation will be carried out mainly based on technical specifications provided in the Tender document.

1.34.3 The Bidder shall submit a duly filled Technical Verification Data Sheet (TVDS) along with all supporting technical data sheets (for all sub-assemblies).

1.34.4 Quality & Performance of the item offered: The Bidder shall submit the required certificates for the quoted item.

1.34.5 If required, the shortlisted Bidders may be asked to bring the quoted products as per specifications set out in “**Annexure – 8: Technical and Annexure – 9: Technical MT.01**” measuring equipment and technical manpower to the High Court/at bidder’s premises as per schedule to be intimated to them for technical evaluation. The bidder shall be solely liable to bear all costs and expenses associated with the technical evaluation of the quoted product. In case the bidder fails to bring and demonstrate the working of the quoted products within the time frame given by the High Court for evaluation, the bid shall be rejected.

1.34.6 For Technical evaluation, the bidders have to ensure the availability of an appropriate specialist from their organization equipped with all documentation required for interacting with the TEC & evaluation team. In case a bidder does not make the required specialist along with proper documentation available, then such a defaulter's bid shall stand rejected.

1.35 EVALUATION OF FINANCIAL BIDS:-

1.35.1 Financial bids will be evaluated based on better quality, performance and/or individual price or total price all-inclusive of the price of product, taxes and five years comprehensive annual maintenance charges (CAMC) and delivery & installation and complete operationalization charges in anywhere in Maharashtra and Goa and Union Territory, for item/items in “**Annexure – 8 : Technical and Annexure - 9 : Technical MT.01**”.

1.35.2 The Financial Bids of only those Bidders shortlisted by TEC will be opened in the presence of their Representatives if any on a specified date and time to be intimated to the respective Bidders by Tender Process Section. The Financial Bids will be evaluated by a duly constituted Eligibility Committee (EC).

1.35.3 The High Court may call for revised Financial Bids if required from the technically shortlisted Bidders before the opening of the original financial bids for recommending the final selection.

1.35.4 If revised financial bids are called for, the revised bids should NOT be higher than the original bids except in case of change in Government levies, otherwise the bid shall be rejected. The lowest Bidder will be selected as per “Clause 1.39 : Award Criteria”.

1.36 PRESENTATIONS BEFORE A COMMITTEE -

The High Court may call the shortlisted Bidders, whose bid is found responsive to give a presentation/demonstration of their Proposal/Product on a date and time to be determined by the Registrar General. No proposer will be entitled to be present during, or otherwise receive any information regarding Presentation / Demonstration of any other Bidder.

1.37 ACCEPTANCE TESTING PROCESS:-

1.37.1 The High Court reserves the right to ask for a technical elaboration/clarification from the Bidder on the already submitted Technical Proposal at any point of time after opening the proposal. The Bidder has to furnish the required information to the High Court on the date asked for at no cost to the High Court.

1.37.2 The systems must be supplied in full as per the ordered configuration for acceptance.

1.37.3 No system with short supply or alternate product shall be taken up for acceptance testing under any circumstances.

1.37.4 The acceptance tests will include running the evaluation test conducted during technical evaluation of the items quoted by the Bidder. The systems must give the same performance results as shown during initial Technical Evaluation tests.

1.37.5 The offered systems/Items, in addition to meeting the evaluation tests, should also contain the same subsystems (Brand/Manufacturer) as were given at the time of initial evaluation tests.

1.37.6 Failure to fulfill any of the aforementioned conditions will entail rejection of the bid along with forfeiture of the Security Deposit and the High Court will be entitled to procure the same items from alternate sources at the risk and cost of the bidder. In such eventuality, the High Court may call upon the next lowest Bidder for acceptance test and finalization fo the Contract/Agreement, provided the L2 bidder matches the L1 price.

1.37.7 No acceptance testing will be undertaken by the High Court unless the Technical Verification Data Sheet (TVDS) concerned with the offered products, is provided to the High Court, at least 7 days in advance before the date from which the actual acceptance testing is to start.

1.37.8 During the process, on the sub-assembly level if specifications/Model of any item changes and becomes non-available due to obsolescence/up-gradation of technology, the bidder within already approved cost may offer the item with equivalent or having better features in terms of performance and specifications. The item(s) so offered will be evaluated at the High Court for its acceptance.

1.37.9 The Successful Bidder shall provide a schedule for conduct of acceptance testing dates along with comprehensive material details by the Bidder within 15 working days from the date of issuance of the letter to that effect.

1.37.10 The testing of items must be generally completed before the delivery date.

1.37.11 Normally, testing and acceptance of the Systems/items will be done at the Factory premises/Testing Lab of the bidder, or as suggested by the High Court, where it will be tested as per the ordered specifications where representatives from the bidder and the High Court will be present. The testing location/premises must be suitable/ agreeable to the High Court. The testing premises must fulfill the normal working IT Office environment conditions.

1.37.12 The bidder shall be solely liable to bear all costs and expenses associated with the acceptance testing of the quoted product.

1.37.13 The High Court reserves the right to reject any item if found unsuitable and /or not conforming to the approved specifications. The rejected items, if any, shall have to be taken back and replaced by new items forthwith at the cost of the bidder. No payment will be made for rejected items.

1.37.14 The items which are accepted after testing should be sealed inside carton under the joint signatures of the representative(s) of the High Court and Bidder's Representative and then sent along with the packing list giving

serial numbers and part numbers of all possible Items and copy of the acceptance test report to the specific location.

1.37.15 The Systems/Items to be supplied should work under the specified Operating Systems. It shall be the exclusive responsibility of the Bidder supplying the Systems to provide appropriate device drivers and solutions for these System software platforms.

1.38 RIGHT TO INSPECT:-

The Registrar General or officer authorized by him reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, firm reputation, and other qualifications of the Bidder and any of its consortium partners, during the evaluation period, as well as throughout the life of the Contract.

1.39 AWARD CRITERIA:-

1.39.1 A contract will be awarded to an eligible bidder whose commercial offer is determined to be L1, the lowest evaluated valid offer for a particular item or all items.

1.39.2 Lowest bidder will be decided based on a unit price and/or aggregate price of the items and/or better quality, performance, etc.

1.39.3 In the event of any mismatch in the Gross Total Value (GTV) mentioned at **Annexure - 11 : MF01A** and total of **Annexure-12 : MF01B** of the lowest quoting bidder, the following criteria will be adopted to remove the discrepancy between these two values:

i) When GTV has given in **Annexure – 11 : MF01A** is greater than the GTV given in **Annexure MF01B**: The value given in **Annexure – 12 : MF01B** will be taken as the value for **Annexure MF01A**.

ii) When GTV has given in **Annexure – 11 : MF01A** is less than the GTV given in Annexure MF01B: The value given in **Annexure – 12 : MF01B** will be replaced with the value given in **Annexure – 11 : MF01A** and the item wise value for each item in **Annexure – 12 : MF01B** will be reduced on a Pro-Rata basis and consequently unit values will be worked out.

1.39.4 If a lowest quoting bidder fails to accept the individual unit rates rationalized/reworked as per the above procedure, his bid will stand cancelled. EMD of such defaulting bidder will be forfeited. In such eventuality, the High Court may invite the next lowest Bidder for negotiations and finalization of the Contract/Agreement.

1.39.5 The High Court reserves the right to further negotiate the prices quoted by the L1 bidder.

1.39.6 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER: The High Court shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late, or incomplete, without assigning any reason therefor. The High Court reserves the right to make changes in terms and conditions of the tender. The High Court will not be obliged to meet and have discussions with any of the Bidder and/or to give a hearing on their representations.

1.39.7 Before the expiry of the Proposal validity period, the High Court shall notify the successful bidder, in writing, that its Proposal/bid has been accepted. The successful Bidder shall send its acceptance letter to the High Court within 10 days.

1.40 PLACING OF LETTER OF AWARD/PURCHASE ORDER:-

1.40.1 The High Court reserves the right to choose any subset of the tendered items for placement of supply orders.

1.40.2 Upon successful completion of Acceptance Testing of the offered product, the High Court will issue a Purchase Order/s to the Successful Bidder for procurement of the goods on the successful bid either in hard copy or in soft copy through e-mail as per the requirement during the existence of the rate contract.

1.40.3 In general, Purchase Order/s shall be given for all items. However, in specific cases, a subset of items or a particular item may be ordered.

1.40.4 Objection, if any, to the Purchase Order must be reported to the High Court by the Bidder within three (3) working days from the date of the Purchase Order for modifications, otherwise it will be assumed that the bidder has accepted the Purchase Order in totality. This is applicable in the case of electronic publication/delivery of Purchase Order also.

1.40.5 On the receipt of the Purchase Order, the Bidder shall obtain all the necessary permits for sale and delivery including transportation well within time to ensure complete, safe and timely delivery of the ordered products.

1.40.6 The timeline for delivery of products and services will start from the date of issue of Letter of Award/Purchase Order.

1.40.7 A sticker mentioning the Service Support Call Center Number of the bidder shall be affixed on the System/ item.

1.40.8 Each Item shall be securely packed in a separate carton. The top cover of the carton must have a label carrying the details of the Purchase Order Number, Bidder's bill number and Delivery location.

1.40.9 The High Court may call upon the successful Bidder to supply any additional quantity of the technically qualified products (Make and Model) at the accepted price or reduce the quantity as per the requirement.

1.41 SIGNING OF CONTRACT:-

1.41.1 The Registrar General will send the Successful Bidder a draft of an agreement to be entered into between the parties.

1.41.2 The Successful Bidder shall execute an agreement within 15 (Fifteen) days from the date of the Letter of Award/Purchase Order. The agreement must be duly stamped as per the provisions of the Maharashtra Stamp Act. The Bidder shall bear the necessary expenses of the Stamp duty. An unstamped or improperly stamped Agreement will not be considered a valid Contract.

1.41.3 The Registrar General shall be the authority to sign a contract for and on behalf of the High Court.

1.41.4 Until a formal Contract is prepared and executed, the notification/letter of the award shall constitute a binding Contract.

1.42 COMPLETENESS OF CONTRACT:-

1.42.1 The contract will be deemed as incomplete if any component of the hardware, software, etc., or any documentation/media relating thereto is not delivered, or is delivered but not installed and/or not operational or not acceptable to the High Court.

1.42.2 In such an event, the supply and installation will be termed as incomplete and it will not be accepted and the warranty period will not commence.

1.42.3 The equipment will be accepted after complete commission and satisfactory functioning of equipment for a minimum period of 10 days. The Warranty period will commence only on acceptance of equipment/ item by the High Court.

1.43 RIGHT TO HAVE WORK EXECUTED:-

If the successful bidder neglects to execute the work or any part or parts thereof diligently and properly or fail to perform any provision of the Contract, the Registrar General, after 7 day's written notice to the bidder, may without prejudice to any other remedy it may have made good such deficiencies and may deduct the cost thereof from the payments due to the successful Bidder, if any or seek reimbursement of such costs incurred.

1.44 PROTECTION AGAINST RISK OF OBSOLESCENCE:-

1.44.1 The successful bidder will make the spare parts for the systems available for a minimum period of five **years** from the time of acceptance of the system/ item.

1.44.2 If any of the components are not available or difficult to procure, or the procurement is likely to be delayed for replacement, if required, the replacement shall be carried out with higher capacity at no additional charges to the High Court.

1.44.3 During the validity period of the order, if any of the machines /chips /parts become unavailable in the market, the successful bidder will be bound to supply the next higher version /configuration /family of the machines /chips /parts at the same price at which the contract is fixed.

1.44.4 During the contract period if any of the part/product/items are declared as a manufacturing defect, it will be the sole responsibility of the OEM to replace the same within one month time of its declaration. Any delay in replacing the defective part/product will be considered as non-responsive to the contract condition. In such case, its quantity contract will be suspended and the bank guarantee against such supplied item will be forfeited by the High Court.

1.45 CANCELLATION OF CONTRACT:-

The Contract may be canceled due to any of the reasons mentioned here under:

1.45.1: If the bidder:

- (a) submits incorrect/fake documents, or
- (b) is found wanting in commitment to delivery period/work plans, adherence to the guidelines, while executing the job.
- (c) On finding deviation in the technical specification as given in the tender document for the supplied product, or
- (d) Violation of any condition of the tender/ contract or part of any condition of the tender document/contract, or
- (e) Deviation found in quality and quantity of the product supplied, or
- (f) On finding software supplied with hardware as pirated, or
- (g) has directly, or indirectly engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question; and may be barred from any other bid in respect of work of the High Court
- (h) fails to make written disclosure as per the Disclosure Clauses of this Tender, either at the time of submitting the proposal or after the contract has been signed with the Bidder.

1.45.2: Any other reason as the High Court may deem fit for cancellation.

1.46 TERMINATION BASED ON FUNDING :-

The Contract resulting from this Tender will be subject to the availability of Funds with the High Court. In the event of the paucity of such funds, the High

Court reserves the right to terminate or suspend the contract for an agreed period, without any penal charges by giving a notice in writing not less than sixty (60) days before the effective date. In the event of termination, the Bidder shall be paid for services performed under this Contract up to the effective date of termination.

1.47 DELIVERY PROCESS :-

1.47.1 The successful Bidder shall deliver the items at the designated location as per the Purchase Order/Letter of Award.

1.47.2 All aspects of safe delivery shall be the exclusive responsibility of the bidder.

1.47.3 The successful bidder shall obtain signature with date and stamp on Delivery Challan(s) of the concerned Authority and handover a copy thereof to him.

1.47.4 Delay on account of getting relevant permits shall not make Bidders eligible for waiver of liquidated damages.

1.47.5 The hardware must be dispatched in a sealed box.

1.47.6 At the destination site, the cartons will be opened only in the presence of the concerned officer and successful bidder's Representative and the intact position of the Seal for not being tampered with shall form the basis for receipt in good condition.

1.47.7 Inventories at all their service locations shall be maintained by the successful Bidder for immediate replacement of the Hardware items in case of failure.

1.47.8 Though the High Court will provide all the necessary documents for ensuring smooth delivery of goods at the respective destinations, yet it is the responsibility of the successful bidder to deliver the goods in time.

1.47.9 The successful Bidder shall apply to the respective authority for issue of road permit /waybill in time.

1.48 INSTALLATION PROCESS :-

1.48.1 The successful Bidder shall install and carry on commissioning of all the items at the specified site without any additional charge.

1.48.2 The successful Bidder shall install only the items technically tested/accepted as per the Purchase Order shall be installed as per the schedule given below:-

Sr. No.	Activity	Maximum Period
1	Site visit and site survey	Within 1 week from the date of intimation

		of selection Bidder.
2	Submission of site survey report	1 week from the issuance of Purchase Order for survey.
3	Delivery of material	4 weeks from the issuance of Purchase Order for execution of work.
4	Execution and completion of work including installation	8 weeks from the issuance of Purchase Order.

Note: The installation schedule mentioned above includes all activities including delivery and installation of all Hardware and related software items.

Note: Once the letter of award is accepted by the bidder then any request for timeline will not be considered except for the reasons given in this tender.

1.48.3 Site Not Ready Certificate: In case a site is not ready for installation, the successful bidder shall submit a certificate in the following format which is sealed and signed by a duly authorized officer of the concerned site. A decision of the duly authorized officer of the concerned site about the readiness of the site shall be final. The successful bidder shall install the items within the stipulated time on receipt of the site-ready notice, failing which he shall be liable to pay liquidated damages for a delay.

SITE NOT READY CERTIFICATE

1.	Vendor's Name	
2.	Tender Notice No.	
3.	Purchase Order No. and date	
4.	Equipment Name	
5.	Date of delivery	
6.	Date of visit for installation	
7.	Site not ready reason	
8.	Tentative date of site being ready for installation	
9.	Contact details of the vendor for getting equipment installed, if site gets ready	
10.	Certificate	

This is to certify that there is no delay on the part of the Vendor in getting the above equipment installed.

Date:

**Signature of the Authorized Officer
with designation and seal.**

**Signature of the representative/Engineer
of the Vendor**

1.48.4 The successful bidder shall be responsible for all unpacking, assemblies, wiring, installations, cabling between hardware/Peripheral units and connecting to power supplies. The successful bidder shall test all operations and accomplish all adjustments necessary for the successful and continuous operation of the Hardware/Peripherals at all installation sites. The successful bidder shall also be responsible for installation/integration of the Hardware and for establishing connectivity to the existing network, LAN etc, if any. The successful bidder shall be responsible for configuring the power management settings and other local settings at the place where item is to be installed. The successful bidder shall integrate the hardware and peripherals supplied by him to make them fully operational. The successful bidder shall be responsible for demonstrating various parts to integrate peripherals. However, in case of problems with machines and/ or equipment, it will be the vendor's responsibility to locate the exact nature of the problem/s and rectify the same except for the problems in the application software installed on the machine/s, if any. The successful bidder shall ensure that all the equipment and peripherals shall be supplied with the relevant interface cables. The successful bidder at the destination site, in the presence of Court and/or its representative, shall carry out installation and commissioning of items and ensure trouble free operation of the complete systems, apart from physical verification. In case the High Court wants the equipment to be shifted to a location other than the originally indicated location, the successful bidder shall do the necessary configuration changes in the equipment suitable to the new location and install the same at the new location.

1.48.5 During installation at the site, if any item is found to be defective or broken, the successful bidder shall replace it with new one at his own cost and risk within 15 days from the date on which the successful bidder has been informed of such damage.

1.48.6 Successful Bidder shall install the ordered items and prepare installation report for each authority as per the Purchase Order.

1.48.7 Upon satisfactory installation of the equipment, the successful bidder shall obtain signed installation certificate from the concerned Authority. The same shall be submitted along with the bills by the successful bidder for payment.

1.48.8 The successful bidder shall install and complete the commissioning of the quoted products.

1.49 PAYMENT PROCESS :-

1.49.1 A pre-receipted bill along with the original excise duty gate pass, if applicable, installation certificate and other relevant documents shall be submitted (three copies) to the Office of the Central Project Coordinator, e-Courts Project, Bombay High Court.

1.49.2 An invoice shall contain the items ordered under one Purchase Order only. Bill /Invoice shall not be combined for more than one purchase order.

1.49.3 90% of the invoice value of delivery of the Solar Plants and 10% will be paid after satisfactory installation of the Solar Plants by the authorized representative of the successful bidder.

1.49.4 As far as possible, payment will be made within 60 days after submission of duly signed and stamped Delivery Challans.

1.49.5 All payments shall be made in Indian Rupees subject to deduction of after statutory and contractual deductions including liquidated damages, if applicable.

1.49.6 No payment will be made for the goods which are delivered and installed over and above the Purchase Order without obtaining prior permission of the High Court.

1.50 COMPREHENSIVE WARRANTY AND MAINTENANCE OF SOLAR PLANT :-

1.50.1 The successful bidder shall provide onsite comprehensive annual maintenance services and operations for a period of **five years** from the date of delivery at the desired places, which shall

i) cover maintenance of Solar Plants.

ii) To ensure the longevity of the Solar Plants.

iii) To avoid surprise breakdown by timely scheduled maintenance.

iv) To provide operation and maintenance guidelines to the operating personnel.

v) To plan in advance for spare parts requirements management of inventory.

1.50.2 The successful Bidder shall be solely responsible for the performance of the plant(s) and shall make all necessary effort to maximize the electricity generation of the plant.

1.50.3 Warranty shall cover maintenance of the entire Solar Plant including Solar Panels, Charge Controller, Battery, Inverter, Wiring and connections as well its consumable /non-consumable parts.

1.50.4 The successful bidder shall be responsible for supply of all spare parts as required from time to time for scheduled and preventive maintenance, major overhauling of the plant, replacement of defective modules, inverters,

PCU's etc. and maintaining log sheets for operation details, deployment of employee for continuous operations and qualified engineer for supervision of Operation and Maintenance work, complaint logging and its attending.

1.50.5 Successful Bidder shall undertake checks and maintenance activities required to be carried out, as a recommended practice by the manufacturer of the equipment, on all the components of the Solar Power plant/System.

1.50.6 Normal and preventive maintenance of the power plant such as cleaning of module surface, topping up of batteries, tightening of all electrical connections, changing of tilt angle of module mounting structure, cleaning & greasing of battery terminals, etc. are also the duties of the bidder.

1.50.7 Successful Bidder shall prepare and maintain records for maintenance of the Solar plant, electricity generation, electricity injected into the distribution system etc.

1.50.8 Successful Bidder shall undertake inspection of meter towards faultiness regular intervals, report to the court and replace the meter with a metre of similar specification complying with the requirements of Electricity Authority/ Electricity Regulatory Commission/concerned Distribution Licensee at its own cost.

1.50.9 Successful Bidder(s) shall formulate a centralized web based monitoring mechanism for delivery, installation and maintenance of the solar system provided at Courts during the warranty period.

1.50.10 The successful bidder shall provide proper guidelines of preventive maintenance & replacement schedule keeping in mind the designed parameters of each component. He shall be responsible to carry out routine and preventive maintenance and replacement of each and every component / equipment of the power plant and he shall provide all labour, material, consumables etc. for routine and preventive maintenance at his own cost to maintain the Solar System in good operating condition.

1.50.11 The successful bidder shall undertake to have adequate spare parts coverage for the efficient functioning of the Solar plants.

1.50.12 Where replacement parts are fitted, the parts removed become the property of the successful bidder.

1.50.13 The successful bidder shall not use refurbished components/items while repairing / replacing defective parts. The successful bidder shall use only genuine brand new spare parts/components of the supplied item/equipment.

1.50.14 Any system, failing at subsystem level at least three times in three months, displaying chronic system design or manufacturing defects or Quality Control problem or where the Liquidated damages on account of downtime has crossed 15% of the system value, will be totally replaced by the successful bidder at his cost and risk within 30 days, from the date of last failure.

1.50.15 In case of break down or occurrence of any obstacle in functioning of the specified Solar Plant, the successful bidder shall ensure that the same is repaired within the specified time. In case of failure to repair the same within stipulated time, the successful bidder should provide equivalent or higher configuration spare replacement, without any additional charges.

1.50.16 Any hazardous condition present (like high voltage, earthing, flooding etc.) to prevent the system damages from technical point of view has to be notified by the successful bidder to the Court administrator. He shall clean the Solar Panels regularly.

1.50.17 The security of the power plant will rest with the bidder till such time operation and maintenance of the power plant is not handed over to the court.

1.50.18 During operation and maintenance period of the power plant, if there is any loss or damage of any component of the power plant due to miss management/miss handling or due to any other reasons pertaining to the deputed personnel, what-so-ever, the successful bidder shall be responsible for immediate replacement/rectification. The damaged component may be repaired or replaced by new component. It is understood after examination the performance of the component or the system shall not degrade.

1.50.19 The successful bidder shall appoint well experienced and qualified Service Engineers exclusively for attending complaints and its resolution under the contract. They shall receive complaints and keep a proper call log record. Call logging to the company and follow up for receiving and replacing component will be responsibility of Service Engineers. The complaint log of such calls will have to be maintained separately.

1.50.20 On completion of the sixty days beyond the Warranty period, the Security Deposit shall be released without any interest, after satisfying that proper free warranty support has been provided during warranty period of **five years** for the Solar Plant and after deducting the amount of liquidated damages, if any.

1.50.21 After expiry of warranty, the concerned authority has option to enter into Annual Maintenance Contract with the successful bidder for post warranty maintenance of the systems.

1.51 LIQUIDATED DAMAGES

1.51.1 The bidders shall strictly adhere to the schedule of delivery, installation and maintenance of the Solar Plants during the subsistence of the contract.

1.51.2 If the successful bidder fails to complete the delivery and installation within the stipulated time and unable to meet the targets specified in the tender, the High Court without prejudice to other remedies available to the High Court shall be entitled to recover as agreed liquidated damages for breach of the contract, a sum of equivalent to 0.5% (Zero point five percent) per week or part thereof of the delay on the Purchase Order Value of the undelivered, uninstalled

and/or delayed items to a maximum limit of 10% of the of the contract price. Once the maximum is reached, the High Court holds the option of cancellation of Rate Contract/Order and reprocur the same from any other Vendor at the cost of the bidder and forfeit the Security deposit of the successful bidder.

1.51.3 In case the successful bidder fails to meet the maintenance requirements within two days at the site, the High Court without prejudice to other remedies available to the High Court shall be entitled to recover as agreed liquidated damages for breach of contract, a sum of equivalent to 0.5% of the value the Solar Plant per week or part thereof from the date of call logging. The Liquidated damages shall be deducted from the Performance guarantee. If the total Liquidated damages reaches an amount equal to or more than 10% of the order value, the same shall invoke the Performance Bank Guarantee and seek an equivalent Performance bank guarantee. The High Court holds an option of cancellation of the Rate Contract/order and engage another contractor to carry out the work at the cost of the successful bidder and forfeit the security deposit of the successful bidder.

1.51.4 In case the downtime is above 2% in a block of 365 days, the liquidated damages 0.1% (Zero point One Percent) of the order value for each hour subject to maximum of 10% (Ten Percent) of the Purchase Order value may be imposed and recovered from the payments due to the Successful Bidder or Performance Security/Performance Guarantee. Downtime will be counted from the date and time of call logging.

1.51.5 Quantum of the liquidated damages assessed and levied by the High Court and decision of the High Court thereon shall be final and binding on the successful bidder. Further the same shall not challengeable by the successful bidder either before Arbitration Tribunal or before the Court. The same shall stand specifically excluded from the purview of arbitration clause, as such shall not be referable to arbitration.

1.52 SCHEDULE OF EVENTS :-

The tentative dates for the schedule of key events of this tender are given as under:

Sr. No.	Events	Date
1	Pre-bid meeting	02/01/2024 at 11.30 am Through Video conferencing
2	Last date and time of proposal submission.	06/01/2024 at 02:00 am
3	Date and time of opening of the Technical Bid at the High Court.	08/01/2024 at 02:30 pm
4	Date & Time of opening of the Financial bid at the High Court.	The date and Time would be intimated to the shortlisted Bidders, after Technical evaluation.

SECTION – II

2. GENERAL CONDITIONS OF THE CONTRACT (GCC)

2.1 SPECIFICATIONS :-

The contract executed under this contract shall conform to the Technical Specifications and other conditions given in this tender.

2.2 PERFORMANCE GUARANTEE :-

2.2.1 The Successful Bidder will be required to furnish a performance guarantee in the form of an unconditional Bank Guarantee issued by the Bank equivalent to 3% of the Contract Value within 15 days from the date of issuance of Purchase Order/s. To ensure due performance of the contract, the Successful Bidder shall furnish a Single unconditional and irrevocable Performance Bank Guarantee payable at Mumbai in the name of “The Registrar General, Bombay High Court” at his own cost within fifteen (15) working days from the date of Issuance of Purchase order / Letter of award of the Contractor before signing of the contract whichever is earlier of an amount equivalent to 3% of the Contract value in Indian Rupees.

2.2.2 The Performance Guarantee shall be as per the format approved by the “Registrar General” (**Annexure -16**).

2.2.3 A Bank Guarantee must be properly stamped. The Bidder shall bear the necessary expenses of the Stamp duty. Unstamped or improperly stamped Bank Guarantee will not be considered as a valid Bank Guarantee

2.2.4 The Bank Guarantee shall provide for payment upon first demand, without demur or protest.

2.2.5 The Performance Guarantee will remain valid for sixty days beyond the date of completion of all contractual obligations by the successful bidder. The High Court will discharge the Performance Guarantee after completion of the Bidder’s performance obligations.

2.2.6 The Performance Guarantee will be invoked in case of non-compliance of maintenance schedule during the warranty period or breach of the contract/ bidder's failure to complete its obligation under the contract.

2.2.7 In case the successful bidder is found in breach of any condition of Tender or supply order, at any stage during supply/ installation/commissioning or warranty period, the legal action as per Rules/Laws will be taken.

2.2.8 The successful bidder has to furnish Performance Guarantee according to the Purchase Order issued to the successful bidder as per requirement.

2.3 ADDITIONAL TERMS AND CONDITIONS:-

2.3.1 The High Court can renegotiate the price with the rate contract holders, even during the validity, if market conditions change significantly or undertake repeat competitive bidding through open/advertised tenders on the same terms and conditions, including specifications during the validity period of existing valid Rate Contract. In such cases, the existing Rate Contract holders can bid, apart from the new eligible bidders, and equal and fair opportunity would be provided. If the prices received are found lower than the existing Rate Contract prices, new Rate Contract may be awarded at reduced prices and existing Rate Contract at higher prices may be short-closed, giving adequate notice if they do not match such reduction in prices under the fall clause.

2.3.2 The High Court is entitled to place supply order up to the last day of the validity of the rate contract and, though supplies against such supply orders will be effected beyond the validity period of the rate contract the terms & conditions of the rate contract will guide all such supplies.

2.3.3 Renewal of Rate Contracts: In case it is not possible to conclude new rate contracts for some special reasons, the High Court may extend the existing rate contracts with the same terms, conditions, etc., for a suitable period, with the consent of the rate contract holders.

2.3.4 The Rate Contract holder shall furnish the following certificate to the High Court along with each bill for payment of supplies made:

" I/We certify that there has been no reduction in sale price of the goods of description identical to the goods supplied under this contract and such goods have not been offered/sold by me/ us to any person /organisation including the purchaser or any department of Central Government or any as the case may be upto the date of bill the date of completion of supplies against all supply orders placed during the currency of the Rate contract at a price lower than the price charged under the contract."

2.3.5 The High Court may withdraw/cancel the Rate Contract by serving an appropriate notice, giving 15 (fifteen) days.

2.4 RIGHTS OF REGISTRAR GENERAL, HIGH COURT:-

The Registrar General reserves the right to make changes within the scope of the work at and to accept or reject any bid, and to annul the bidding process and reject all bids at any time before award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders.

2.5 FORCE MAJEURE

2.5.1 Neither party will be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as *force majeure* which is beyond the control of any of the parties, including, but not limited to, fire, flood, explosion, an act of God.

Provided that changes in tax laws will not be considered as force majeure.

2.5.2 If a *force majeure* arises, the bidder shall notify the Registrar General, in writing of such condition and the cause thereof within 72 hours. Unless otherwise directed by the Registrar General, the bidder shall continue to perform his obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the *force majeure* event. The successful bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events continue to prevent or delay such performance.

2.6 TERMINATION

2.6.1 Termination on expiry of the CONTRACT: The Contract shall be deemed to have been automatically terminated on the expiry of the contract period unless the High Court exercises its option to extend the Contract in accordance with the provisions, if any, of the Contract.

2.6.2 Termination on account of Force Majeure: Registrar General, shall have the right to terminate the Contract on account of *force majeure* and if *force majeure* conditions continue for more than 30 days.

2.6.3 Termination on account of insolvency: In case the successful bidder, at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Registrar General, shall, by notice in writing of 30 days or more have the right to terminate the Contract and all the rights and privileges hereunder, shall stand terminated forthwith.

Provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the High Court.

2.6.4 Termination for breach of contract: In the event of any breach by the bidder, of its obligations hereunder, the Registrar General may issue a notice in writing, demanding rectification within 30 days or more at the discretion of the Registrar General; and failure to rectify the breach shall result in termination of the contract. In that event, the Successful Bidder shall surrender all the data and materials belonging to the High Court.

2.6.5 The Registrar General, may at any time terminate the Contract by giving notice without assigning any reason. In case of such termination, the obligation of the Registrar General to pay consideration for the performance of the contract shall be limited to the amount for the work carried out till the

date of termination. Notwithstanding the termination of the Agreement, the parties shall continue to be bound by the provisions of the Agreement that reasonably require some action or forbearance after such termination.

2.7 ARBITRATION:

In the event of any dispute or difference arising out or touching upon any of the terms and conditions of this contract and/or concerning the implementation or interpretation hereof, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure thereof, the same shall be referred to a sole arbitrator appointed with the consent of the parties and if the parties fail to agree on the arbitrator within thirty days from receipt of a request by one party from the other party to so agree the appointment shall be made, upon request of a party, by the High Court. The arbitration shall be governed by provisions of the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon the parties.

2.8 GOVERNING LAWS AND JURISDICTION:-

The Agreement shall be governed by the laws in force in India. Any dispute arising concerning the Agreement shall be subject to the jurisdiction of the Courts at Mumbai.

Date : 22/12/2023

Sd/-
Registrar General,
High Court, Bombay.

Annexure – 1 : Earnest Money Deposit / Turnover / Value of Similar Completed Work Projects

Sr. No.	Component	EMD in Rs.	Turnover in Rs.	Value of similar Project in Rs
1.	Solar plant	20,25,000	10,00,00,000	14,00,00,000

Pre-bid Meeting

The queries should necessarily be submitted in the following format:

<i>Tender No. High Court/Solar/ /2023 dated /12/2023</i>					
<i>Tender subject : Procurement for Solar</i>					
<i>Tender published date:</i>					
<i>Bidder Name:</i>					
<i>Contact Person:</i>					
<i>Contact No. / Email Id:</i>					
<i>Sr No</i>	<i>Tender Section No.</i>	<i>Tender Page No.</i>	<i>Tender Clause No</i>	<i>Existing Clause details</i>	<i>Clarification Sought</i>

Signature

Name of Signatory

Designation

Company seal

Annexure – 2 : Summary

Sr. No.	Item Name	Item Value
1	Tender No.	HIGH COURT/SOLAR/515/2023
2	Title	Tender document for entering into Rate Contract for The Supply, Installation, Testing, Commissioning and Maintenance of Grid Connected Rooftop Solar Power Hybrid Plants with Net Metering & internal wiring facilities for backup at the District and Taluka Courts in the State of Maharashtra and Goa and Union Territory at Diu, Daman and Dadra Nagar Haveli at Silvassa.
3	Tender Fee	Rs.15,000/- (Rupees Fifteen Thousand Only)
4	Number of packets in bid	Two
5	Contact Address	The Central Project Coordinator, High Court, Bombay, Hutatma Chowk, Fort, Mumbai – 400 032. Telephone No.- 022-20820565 / 20820665 e-mail Id- - cpc-bom@aij.gov.in

Annexure – 3 : Eligibility Criteria

Sr. No.	Item	Insert Value or check-list the box	Reference of Enclosed Proof, along with corresponding page numbers
1a	The bidder must be an Original Equipment Manufacturer (OEM) or its Authorized dealer for Solar Power Plants and must have installed, commissioned grid connected rooftop solar power hybrid plant with net metering, battery backup.	<p>*Manufacturer's Authorization Format for Front Line Bidder (MAF) as provided to be submitted by the front end bidder on Company letter head.</p> <p>* Relevant Documents issued by MNRE.</p> <p>*Supporting Documents about tie-up/ techno-commercial collaboration with subsystems/ peripheral manufacturers to be submitted.</p> <p>*A letter from each such subsystems/peripheral manufacturer needs to be furnished ensuring the support for 05 year.</p>	
1b	The OEM/SI have tie-Solar /techno-commercial collaboration with subsystems/peripheral manufacturers.	<p>*Manufacturer Authorization Format (MAF) as provided below to be submitted by the front end bidder on Company letter head</p> <p>*Authorized Undertaking from the Bidder</p> <p>*Supporting Documents about tie-up / techno-commercial collaboration</p>	

		<p>with subsystems/ peripheral manufacturers to be submitted.</p> <p>*A letter from each such subsystems/peripheral manufacturer needs to be furnished ensuring the support for 5 years.</p>	
1b b	<p>The bidder (s) [1b] must have installed, commissioned of grid connected rooftop solar power cumulative plant hybrid plant with net metering, battery backup solar plants of capacity not less than 20 kWp in financial years 2018 to 2023 or at least six months prior to Techno-Commercial Bid Opening date as per Annexure-1.</p>	<p>*Self Certification for the successfully completed similar work of Supply, Testing, Installation, Commissioning and Maintenance of Solar plants from 2018 to 2023 (5 years) should be 50% of the estimated cost as per Annexure-1</p> <p>List similar work at least 6 months prior to Techno-Commercial Bid Opening date, indicating whether the project is grid connected, along with a copy of the Commissioning certificate and Work order / Contract/Agreement/ from the Client/Owner shall be submitted.</p> <p>*The experience certificate, related registration / empanelment certificates under the MNRE ,GoI should be substantiated.</p> <p>*Enclose relevant Documents like Purchase Order, Contract, etc.,</p> <p>*Self Certification on the letterhead signed by the Authorised signatory in the</p>	

		<p>prescribed format to be furnished by the bidder in compliance with this clause.</p> <p>The High Court reserves the right to seek additional supporting documents for the above Projects.</p>	
3	<p>The bidder's [1a or 1b] average annual financial turnover during Financial years 2020-21, 2021-22 and 2022-2023 from sales and support services should not be less than the amount mentioned in Annexure 1 : Turnover</p>	<p>*To be supported by authentic documentary evidence (Annexure – 5 – Bidder's Annual Turnover). (The turnover refers to the company responding to this Tender and not the composite turnover of its subsidiaries/sister concerns/ techno-commercial collaborators etc.) (quote value in Rs. Lakhs)</p>	
4	<p>Bidder [1a or 1b] must have Infrastructure support in the form of direct service centers or their franchisees as per format Annexure – 7. The High Court reserves the right to disqualify the Bidder based on its past performance as experienced by the High Court during the last three consecutive years. Bidders should also provide an escalation matrix for their sales & support function in Annexure-7.</p>	<p>Please fill in Annexure-7: Support.</p>	
5	<p>A copy GST Registration No., PAN number of the Bidder allotted by the Income Tax authorities should be submitted.</p>	<p>GST Registration No. PAN No.</p>	
6	<p>*A copy of the Registration number of the Bidder with</p>	<p>Registration No.</p>	

	attested copies of Articles of Association___(in case of Registered firm), Bye-laws and Certificates of registration (as applicable), * Partnership Deed (in case of Partnership Firm) should be submitted.	Name the document enclosed.	
7	The bidder [1-a or 1-b] should enclose a copy of a VALID quality certificate in its own name from a recognized institution for their manufacturing / assembly/system integration facilities anywhere located in INDIA or abroad.	The bidder should enclose a copy of a VALID quality certificate in its own name from a recognized institution for their manufacturing / assembly/system integration facilities anywhere located in INDIA or abroad.	
8	The bidder from a country that shares a land border with India must be registered with the Competent Authority as per the norms set by the Government of India. Such bidder must submit a declaration.	Provide Certificate Annexure – 19 .	
9	The bidder must not be blacklisted by the Central/State Government, Corporations or Government Undertakings.	Declaration from the bidder	
10	The bidder shall submit resolution of Board of Directors certifying the name of authorized person to sign on behalf of the company	Resolution from the bidder	
11	Bidder[1-a or 1-b] should ensure that all the products quoted are meeting the guidelines issued by MNRE.		

Note: Bidder shall fill in the above Annexure and indicate the page numbers of the supporting document in the proof while submitting response to the eligibility criteria, Envelope-1.

Authorization to sign on behalf of the bidder by HR/Legal Department :

**To
The Registrar General
High Court, Bombay.**

<Bidder's <Name> _____, <Designation>
_____ is hereby authorized to sign relevant documents on
behalf of the company in dealing with Tender of reference <Tender No. &
date> _____. He is also authorized to attend meetings &
submit technical & commercial information as may be required by you in the
course of processing above said tender.

Thanking you,

Authorized Signatory.

<Company Name>

Seal

Manufacturer's Authorization Format for Front Line Bidder

Ref:

Date:

To
The Registrar General,
High Court,
Bombay.

Subject: Manufacturer Authorization for Tender No----

Sir,

We, <Bidder/ Frontline OEM/SI> having our registered office at < Bidder/ Frontline OEM/SI address>, are an **established manufacturer/Suppliers of name of quoted item (Solar plant)**. We <Frontline OEM/SI> solely authorized <bidder's name> to quote our product for above mentioned Tender.

Our full support is extended in all respects for supply, installation, warranty and maintenance of our products. We also ensure to provide the service support for the supplied equipment for a period of five year from date of delivery of the equipment as per Tender terms. In case of any difficulties in logging complaint at bidder end, user will have option to log complaints at our call support center.

We also undertake that in case of default in execution of this Tender by the <Indicate names of all supporting OEM/SI >, the <Bidder/ Frontline OEM/SI > will take all necessary steps for successful execution of this project as per Tender requirements. We undertake to provide priority in responding to your complaints and in respect of all locations.

Thanking You

For < Bidder/ Frontline OEM/SI>

< (Authorized Signatory)> Name:

Designation:

(Bidder to submit MAF in the above format only)

Authorized Undertaking from the Bidder

(Letter on the Bidder letterhead)

To

The Registrar General,
High Court, Bombay

We warrant that,

1) All Products quoted by us shall be brand new, free from all defects and faults in material, workmanship and manufacture. They shall be of the grade and quality and shall be consistent with the established industry standards.

2) We shall provide the documentary proof for warranty and proof of purchase at the time of deployment of infrastructure

3) None of the components and sub-components are declared “End-of-sale” by the respective OEM in next five(5) years as on date of submission of Bid.

4) If the infrastructure supplied by us is not-supported by the OEM during the period of contract for any reason, we will replace the product with a suitable higher alternate for which support is provided by the OEM at no additional cost and without impacting the performance or timelines of this engagement

5) We would provide on-site maintenance of the installed system for a period of five (5) years from the date of commissioning of the system within the price quoted by us in the Commercial Bid.

Item	Make & Model	Name of OEM	ISO/ Etc. Valid (as applicable)	BIS/MNRE Certification Upto (as applicable)	Authorization letter Attached ? (Yes/No)

Yours faithfully

Authorized Signatory (ies) [In full and initials]:

Name and Title of Signatory (ies): _____

Name of Bidding Company/Firm: _____

Address: _____

(Affix the Official Seal of the Bidding Company)

Annexure – 4 : Proof of completion of Similar Work Projects

Ref:

Date:

To

The Registrar General,
High Court,
Bombay.

Subject: Proof of completion of Similar Work Projects for Tender No

Sir,

We have completed **Similar Work Projects** worth of minimum Rs.-----/- (Rupees _____ only) as per '**Annexure - 1 : Value for Similar Completed Work Projects**' for IT similar **Supply, Testing, Installation and Maintenance of Solar plant**. The details of the projects have been furnished below:

Sr. No.	Project (to be replicated for each project)	Details
1.	Name of Project	
2.	Name of Client	
3.	Name of client personnel involved	
4.	Phone number of client personnel	
5.	Email id of client personnel	
6.	Name of States covered	
7.	Duration of the Project	
8.	Years of execution of the Project	
9.	Purchase/Work Order Date	
10.	Project/Work completed Date	
11.	Items (similar Items Of this Tender used)	
12.	Project Value	
13.	Remarks, if any	

Thanking You

For < Bidder/ Frontline OEM/SI>

< (Authorized Signatory)> Name:

Designation:

(The Bidder shall submit Separate Sheet for each Project in the above format only)

Annexure – 5 : Bidder's Annual Turnover

(Location) _____

(Date) _____

From

(Name & Address)

To,

The Registrar General,

High Court,

Bombay.

Ref.: HIGH COURT/SOLAR/515/2023

Sir,

This is to certify that as per the information, the books of accounts produced and explanation provided to us by ----- (name and address of the bidder).

We hereby certify that the annual financial turnover of the ----- (firm) during Financial years 2020-21, 2021-22 and 2022-23 from sales and support services is as follows :-

Sr. No.	Year	Annual Turn Over (in lakhs)	Annual Turnover from sales and support services of Solar Plant (in lakhs)
1	2020-21		
2	2021-22		
3	2022-23		

Yours Sincerely,

(Signature and stamp)

Name of chartered Accountant

Annexure – 6 : Time Schedule

SN	Tender Reference	TENDER NO. HIGH COURT/SOLAR /515/2023
1	Date of Publication	27/12/2023 at 11.30 a.m.
2	Pre-Bid Meeting	02/01/2024 at 11.30 a.m.
3	Last date and time for submission of Tender Offers.	06/01/2024 at 02.00 p.m.
4	Time and Date of opening of Tender Offers	08/01/2024 at 02.30 p.m.
5	Tender should be addressed to	The Registrar General, Bombay High Court by Designation.
6	Last date and time for submission of EMD in BG Form.	08/01/2024 before 11.30 a.m.
7	Address for communication and submission of BG	The Central Project Coordinator, the Bombay High Court, Hutatma Chowk, Fort, Mumbai - 400 032.
8	Contact Telephone No. and email address.	022-20820565/ 20820665 cpc-bom@aij.gov.in

Note: No bid will be accepted after the expiry of the above mentioned time scheduled.

Annexure – 7 : Support (Infrastructure Available with Bidder)

Bidders must have infrastructure support in the form of direct service centers or their franchisees at site. Bidders must submit details of their infrastructure with reference to locations and technical manpower, availability of inventory of spares etc. and also indicate their business model for providing warranty and after sales support for the aforementioned.

The High Court reserves the right to disqualify the bidders based on its past performance as experienced by the High Court, during the last three consecutive years. **Bidders should also provide escalation matrix for their sales & support function.**

Sr. No.	District /State Name	wn/ Franchisee Support Centres	Contact Details such as Names, phones, e- mails, website etc.	Manpower	Escalation Matrix
1	Ahmednagar				
2	Akola				
3	Amravati				
4	Aurangabad				
5	Beed				
6	Bhandara				
7	Buldana				
8	Chandrapur				
9	Dhule				
10	Gadchiroli				
11	Gondia				
12	Jalgaon				
13	Jalna				
14	Kolhapur				
15	Latur				
16	Mumbai				

17	Nagpur				
18	Nanded				
19	Nandurbar				
20	Nashik				
21	Osmanabad				
22	Parbhani				
23	Pune				
24	Raigad-Alibag				
25	Ratnagiri				
26	Sangli				
27	Satara				
28	Sindhudurg				
29	Solapur				
30	Thane				
31	Wardha				
32	Washim				
33	Yavatmal				
34	North Goa				
35	South Goa				
36	Diu				
37	Daman				
38	Silvassa				

C	Technical
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Annexure – 8 : Technical

Item No.	Item Description with configuration	Annexure (Sub parts)
1	SOLAR PLANT	Main Technical : MT.01

Annexure – 9 : Main Technical MT.01

Item No. 1 : SOLAR PLANT

Sr. No.	Particular	Required Specification	Bidders compliance
1	Make		
2	Model		
3	Product Name (in detail)		
4	Manufactured Part No.		
5	Product Manufacturing date		
6	Product launching date (in India)		
7	Product End of Sale date		
8	Product End of Life date		

Sr No	Particulars	Specifications	Make / Model	5 kWp	10 kWp	15 kWp	20 kWp
1	Solar PV Modules	Crystalline Silicon					
	Capacity						
	No of SPV Modules						
2	Module Mounting Structure						
3	Power Conditioning Unit						

Sr No	Particulars	Specifications	Make / Model	5 kWp	10 kWp	15 kWp	20 kWp
	Inverter						
	Charge Controller						
4	Battery (Lead Acid, Tubular Positive Plate flooded electrolyte or Gel / VRLA Type)/ Flat plate						
5	cable						
6	Monitoring, Control & protection device						
7	Metering at generation side						
8	Metering at Consumption side						
9	spares						
10	Junction Boxes/Enclosures						
11	GI Pipe Earthing System						
12	Lightning & Over Voltage Protection						

NOTE

- 1) ALL THE ABOVE SPECIFICATIONS ARE MINIMUM.
- 2) Bidder shall submit brochure for the quoted product only and shall not submit brochure for any other product.
- 3) Bidder to submit a detailed technical specification sheet (TVDS -Technical Verification Data Sheet) for each item/equipment/component/sub-component/System/Sub-system and Web link .
- 4) Bidder shall not use words like “Yes” or “Complied” in TVDS & shall give complete details of specifications of the offered product.

DETAILED TECHNICAL SPECIFICATIONS OF COMPONENT

TECHNICAL SPECIFICATION OF SPV POWER PLANT

Grid Tied Solar Rooftop Photovoltaic (SPV) Power Plant with Battery Bank

DEFINITION:-

A Grid Tied Solar Rooftop Photovoltaic (SPV) power plant consists of SPV array, Module Mounting Structure, Power Conditioning Unit (PCU) consisting of Maximum Power Point Tracker (MPPT), Inverter, and Controls & Protections, interconnect cables, Junction boxes, Distribution boxes and switches. PV Array is mounted on a suitable structure. Grid tied SPV system should be designed with necessary features to supplement the grid power during day time. Components and parts used in the SPV power plants including the PV modules, metallic structures, cables, junction box, switches, PCUs etc., should conform to the BIS or IEC or international specifications, wherever such specifications are available and applicable. Solar PV system shall consist of following equipments / components.

Solar PV modules consisting of required number of Crystalline PV cells. Grid interactive Power Conditioning Unit with Remote Monitoring System Mounting structures Junction Boxes.

Earthing and lightning protections.

IR/UV protected PVC Cables, pipes and accessories

SOLAR PHOTOVOLTAIC MODULES :-

- 1) The PV modules used should be indigenous, and should be Tier-1 Mono Crystalline Solar Panel.
- 2) The PV modules used must qualify to the latest edition of IEC PV module qualification test or equivalent BIS standards Crystalline Silicon Solar Cell Modules IEC 61215/IS14286. In addition, the modules must conform to IEC 61730 Part-1 - requirements for construction & Part 2 – requirements for testing, for safety qualification or equivalent IS.
- 3) For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.
- 4) The total solar PV array capacity should not be less than allocated capacity (kWp) and should comprise of solar crystalline modules of minimum 250 Wp and above wattage. Module capacity less than minimum 250 watts shall not be accepted.

- 5) Adequate protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.
- 6) PV modules must be tested and approved by one of the IEC authorized test centres.
- 7) The module frame shall be made of corrosion resistant materials, preferably having anodized aluminium.
- 8) SPV plant shall be carefully designed & accommodate requisite numbers of the modules to achieve the rated power. MEDA/owners shall allow only minor changes at the time of execution.
- 9) Other general requirement for the PV modules and subsystems shall be the Following:
 - a. The rated output power of any supplied module shall have tolerance within +/-3%.
 - b. The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series connected modules) shall not vary by more than 2 (two) per cent from the respective arithmetic means for all modules and/or for all module strings, as the case may be.
 - c. The module shall be provided with a junction box with either provision of external screw terminal connection or sealed type and with arrangement for provision of by-pass diode. The box shall have hinged, weather proof lid with captive screws and cable gland entry points or may be of sealed type and IP-65 rated.
 - d. I-V curves at STC should be provided by Project developer.

SOLAR PV MODULES :-

Modules deployed must use a RF identification tag. The following information must be mentioned in the RFID used on each modules. This should be inside the laminate only.

- 1) Name of the manufacture of the PV module
- 2) Name of the manufacture of Solar Cells.
- 3) Month & year of the manufacture (separate for solar cells and modules)
- 4) Country of origin (separately for solar cells and module)
- 5) I-V curve for the module Wattage, I_m , V_m and FF for the module
- 6) Unique Serial No and Model No of the module
- 7) Date and year of obtaining IEC PV module qualification certificate.
- 8) Name of the test lab issuing IEC certificate.

9) Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001

WARRANTIES :-

I. Material Warranty

- a) Material Warranty is defined as: The project developer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a period not less than five (05) years from the date of sale to the original customer ("Customer")
- b) Defects and/or failures due to manufacturing
- c) Defects and/or failures due to quality of materials
- d) Non conformity to specifications due to faulty manufacturing and/or inspection processes. If the solar Module(s) fails to conform to this warranty, the project developer will repair or replace the solar module(s), at the Owners sole option.

II. Performance Warranty:

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

BATTERY BANK:

There will be battery bank comprising of appropriate capacity for respective SPV Power Plant (Hybrid) (For example: 1500 VH for 5 KWA Type C10 Solar). The batteries should be of tubular plate lead acid & low maintenance type and shall have long service life. The cells should confirm IEC 61427 / IS 1651 / IS 133369 and as per specification given below shall be provided.

Container	Polypropylene Co-polymer/hard rubbers with carrying handle.
Cover	Protective cover of polypropylenes against dirt & possible short circuit.
Terminals	Made of lead alloy suitable for bolted connection. The terminals should be greased with petroleum gel.
Electrolyte	Battery grade Sulphuric acid
Self Discharge	Less than 3% per month at 30 degree C

Life expectancy	1500 cycle duty at 27degree C at 80% depth of discharge 3000 cycle duty at 50% discharge.
Voltage	2 Volt
Approval	Batteries shall have to be approved by ERTL or CPRI or any MNRE approved test centers
Service Life	Should perform satisfactory for a minimum period of 5 year under operating conditions as mentioned.

Each battery bank will contain suitable wooden rack or Mild Steel, hydrometer, thermometer, cell tester and connecting leads etc.

Hybrid Inverter set :-

Sr. No	Particular	Common Technical Specification			
		5 kwp	10 kwp	15 kwp	20 kwp
1	Max. PV Power	5000W	10000W	15000W	20000 W
2	Max. PV Array Open Circuit Voltage	900 VDC	900 VDC	900 VDC	900 VDC
3	MPPT Range at Operating Voltage	400 VDC-800 VDC	400 VDC-800 VDC	400 VDC-800 VDC	400 VDC-800 VDC
Grid Input					
4	Acceptable Input Voltage Range	170-280 VAC Per Phase / 415 VAC			
5	Maximum AC Input Current	8 Amp Per Phase	16 Amp Per Phase	24 Amp Per Phase	40 Amp Per Phase
6	Frequency	50 Hz			
7	Continuous rating	KV rated +10% with import/Export net metering			
8	Normal power	5 kwp	10 kwp	15 kwp	20 kwp
9	Total Harmonic Distortion	less than 3%			
Battery Backup					
10	Output Voltage	220/230/240 VAC			
11	Output Waveform	Pure Sine Wave / Square wave			
12	Nominal DC Voltage	12 / 24 / 36 / 48 VDC			

13	Operating temperature Range	0 to 60 Deg.C
14	Humidity	95 % Non condensing
15	Housing cabinet	PCU to be housed in suitable switch cabinet , IP-20 (minimum) for indoor IP-65 (minimum) for outdoor
16	PCU efficiency	98% above and full load
17	PF	> 0.9

OTHER IMPORTANT FEATURES/PROTECTIONS OF PCU

- 1) Mains (Grid) over-under voltage and frequency protection.
- 2) The PCU / inverter shall be designed for continuous, reliable power supply as per specifications. The inverter shall have high conversion efficiency from 25 percent load to the full rated load. The efficiency of the inverter shall be more than 95% at full load and more than 88% at partial load (50%-75%).
- 3) The PCU shall be self commuted and shall utilize a circuit topology and components suitable for meeting the specification listed above at high conversion efficiency and with high reliability.
- 4) The PCU shall be provided with MPPT (Maximum Power Point Tracing) features, so that maximum possible power can be obtained from the PV module.
- 5) The PCU shall be self commuted and shall utilize a circuit topology/DSP technology to meet the specification listed above at high conversion efficiency and with high reliability. The PCU shall feed the Loads from solar energy being produced. And it should feed the solar power to the grid if the load is less than the solar energy generated.
- 6) Full proof protection against grid is landing which ensures that the PV power and the grid power get disconnected immediately in the event of grid failure.
- 7) The power conditioning units / inverters should comply with applicable IEC/equivalent BIS standard for efficiency measurement and environmental tests as per standard codes IEC 61683/IS 61683 and IEC 60068 – 2 (1,2,14,30) / Equivalent BIS std.
- 8) The MPPT units environmental testing should qualify IEC 60068 – 2 (1,2,14,30) / Equivalent BIS std. The junction boxes/enclosures should be IP 65 (for outdoor)/ IP 54 (indoor) and as per IEC 529 specifications.
- 9) The PCU / inverters should be tested from the MNRE approved test centers / NABL / BIS/ IEC accredited testing – calibration laboratories. In case

of imported power conditioning units, these should be approved by international test houses.

10) The PCU shall be capable of operating in parallel with the grid utility services and shall be capable of interrupting line-to-line fault currents and line-to-ground fault currents.

11) The PCU shall be able to withstand an unbalanced output load to the extent of 50%.

12) The PCU shall go to the shut down/standby mode with its contact open under the following conditions before attempting and automatic restart after an appropriate time delay in insufficient solar power output.

13.a) Utility-Grid Over or Under voltage The PCU shall restart after an over or under voltage shutdown when the utility grid voltage has returned to within limits for a minimum of two minutes.

13.b) Utility-Grid Over or Under Frequency

The PCU shall restart after an over or under frequency shutdown when the utility grid voltage has returned to within limits for a minimum of two minutes. The permissible level of under/over voltage and under/over grid frequency is to be specified by the tender

13.c) The PCU shall not produce Electromagnetic interference (EMI) which may cause malfunctioning of electronics and electrical instruments including communication equipment, which are located within the facility in which the PCU is housed.

14) Communication Modbus protocol along with remote access facility and PLC package with latest monitoring systems.

15) The inverter with MPPT shall be used with the power plant.

16) The sine wave output of the inverter shall be suitable for connecting to 415V, 3 Phase, 50 Hz (In case single phase inverters are offered, suitable arrangement for balancing the phases must be made)

17) The inverter shall incorporate grid islanding protection disconnecting of grid & PV power in case of failure of grid islanding of grid supply suitable DC / AC fuses / circuits breakers and voltage surge protection. Fuses used in the DC circuit shall be DC rated.

18) The inverter shall have internal protection against any sustained faults and/or lightening in DC and mains AC grid circuits.

19) The peak inverter efficiency inclusive shall exceed 94%. (Typical commercial inverter efficiency normally more than 97%, and transformer efficiency is normally more than 97%)

20) The kVA ratings of inverter should be chosen as per the PV system wattage.

21) The output power factor should be of suitable range to supply or sink reactive power.

22) Inverter shall provide panel for display of PV array Dc voltage,current and power,AC output voltage and current (All 3 phases and lines), AC power (Active, Reactive and Apparently), Power Factor and AC energy (All # phases and cumulative) and frequency. Remote monitoring of inverter parameters should also be available.

23) The inverter shall include adequate internal cooling arrangements (exhaust fan and ducting) for operation in a non-AC environment.

Factory Testing (Test Report) :

1) The PCU shall be tested to demonstrate operation of its control systems and ability to be automatically synchronized and connected in parallel with the utility service , prior to its shipment.

2) Operation of all controls, protective and instrumentation circuits shall be demonstrate by direct test if feasible or by simulation operation conditions for all parameters that can be directly tested.

3) Special attention shall be given to demonstration of utility service interface protection circuit and function, including calibration and functional trip tests of faults and isolation protection equipment.

4) Operation of Start up , disconnect and shut down controls shall also be tested and demonstrate . Stable operation of PCU and response to control signals shall also be tested and demonstrate.

5) Factory testing shall not only be limited to measurement of phase currents, efficiencies , harmonic content and power factor, but shall also include all other necessary tests/simulation required and requested by the Purchaser Engineers. Tests may be performed at 25%, 30% ,75% &100 % of the rated nominal power.

6) A Factory Test Report (FTR) shall be supplied with the unit after all tests. The FTR shall include detailed description of all parameters tested qualified and warranted. OR Manufactures shall have manufacturing & testing facilities as per norms in IEC standards , product shall be delivered along with such test reports/certificates.

ARRAY STRUCTURE :-

1) Hot dip galvanized MS mounting / pre-galvanized structures may be used for mounting the modules / panels / arrays. Minimum thickness of galvanization should be at least 120 microns.

2) Each structure should have angle of inclination as per the site conditions to take maximum insolation. However to accommodate more capacity the angle inclination may be reduced until the plant meets the specified performance ratio requirements.

3) The Mounting structure shall be so designed to withstand the speed for the wind zone of the location where a PV system is proposed to be installed (wind speed of 150 km/ hour). It may be ensured that the design has been certified by a recognized Lab/ Institution in this regard and submit wind loading calculation sheet to MEDA. Suitable fastening arrangement such as grouting and calming should be provided to secure the installation against the specific wind speed.

4) The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS 4759.

5) Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts.

6) Aluminium structures also can be used which can withstand the wind speed of respective wind zone. Necessary protection towards rusting need to be provided either by coating or anodization.

7) Aluminium frames should be avoided for installations in coastal areas.

8) The fasteners used should be made up of stainless steel. The structures shall be designed to allow easy replacement of any module. The array structure shall be also designed that it will occupy minimum space without sacrificing the output from the SPV panels.

9) Regarding civil structures the Project developer need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof.

The total load on the terrace should be less than 60 kg/m² for the safe structural stability of the building.

JUNCTION BOXES (JBs) :-

1) The junction boxes are to be provided in the PV array for termination of connecting cables. The J. Boxes (JBs) shall be made of GRP / FRP / Powder Coated Aluminium/cast aluminium alloy with full dust, water & vermin proof arrangement. All wires / cables must be terminated through cable lugs. The JB's shall be such that input & output termination can be made through suitable cable glands.

2) Copper bus bars / terminal blocks housed in the junction box with suitable termination threads Conforming to IP65 standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry. Single / double compression

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

3) Each Junction Box shall have High quality Suitable capacity Metal Oxide Varistors (MOVs) / SPDs, suitable Reverse Blocking Diodes. The Junction Boxes shall have suitable arrangement monitoring and disconnection for each of the groups.

4) Suitable markings shall be provided on the bus bar for easy identification and the cable ferrules must be fitted at the cable termination points for identification.

5) All fuses shall have DIN rail mountable fuse holders and shall be housed in thermoplastic IP 65 enclosures with transparent covers.

DC DISTRIBUTION BOARD :-

1) DC Distribution panel to receive the DC output from the array field.

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

AC DISTRIBUTION PANEL BOARD :-

1) AC Distribution Panel Board (DPB) shall control the AC power from PCU/ inverter, and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar while in grid tied mode.

2) All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS 60947 part I, II and III.

3) The changeover switches, cabling work should be undertaken by the Project developer as part of the project.

4) All the Panel's shall be metal clad, totally enclosed, rigid, floor mounted, air - insulated, cubical type suitable for operation on three phase / single phase, 415 or 230 volts, 50 Hz

5) The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.

6) All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.

7) Should conform to Indian Electricity Act and rules (till last amendment).

8) All the 415 AC or 230 volts devices / equipment like bus support insulators, circuit breakers, SPDs, VTs etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions:

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

PROTECTIONS :-

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

LIGHTNING PROTECTION:-

1) The SPV power plants shall be provided with lightning & over voltage protection. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors.

2) Lightning protection should be provided as per IEC 62305 standard. The protection against induced high-voltages shall be provided by the use of metal oxide varistors (MOVs) and suitable earthing such that induced transients find an alternate route to earth.

SURGE PROTECTION :-

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

EARTHING PROTECTION :-

1) Each array structure of the PV yard should be grounded/ earthed properly as per IS:3043-1987. In addition the lightning arrester/masts should also be earthed inside the array field. Earth Resistance shall be tested in presence of the representative of Department/owner as and when required after earthing by calibrated earth tester. PCU, ACDB and DCDB should also be earthed properly.

2) Earth resistance shall not be more than 5 ohms. It shall be ensured that all the earthing points are bonded together to make them at the same potential.

CABLES :-

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

1) Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards

- 2) Temp. Range: –10oC to +80oC.
- 3) Voltage rating 660/1000V
- 4) Excellent resistance to heat, cold, water, oil, abrasion, UV radiation
- 5) Flexible
- 6) Sizes of cables between array interconnections, array to junction boxes, junction boxes to Inverter etc. shall be so selected to keep the voltage drop (power loss) of the entire solar system to the minimum (2%)
- 7) For the DC cabling, XLPE or, XLPO insulated and sheathed, UV-stabilized single core multi-stranded flexible copper cables shall be used; Multi-core cables shall not be used.
- 8) For the AC cabling, PVC or, XLPE insulated and PVC sheathed single or, multi-core multi-stranded flexible copper cables shall be used; Outdoor AC cables shall have a UV-stabilized outer sheath.
- 9) The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use. Outer sheath of cables shall be electron beam cross-linked XLPO type and black in colour.
- 10) The DC cables from the SPV module array shall run through a UV-stabilized PVC conduit pipe of adequate diameter with a minimum wall thickness of 1.5mm.
- 11) Cables and wires used for the interconnection of solar PV modules shall be provided with solar PV connectors (MC4) and couplers.
- 12) All cables and conduit pipes shall be clamped to the rooftop, walls and ceilings with thermo-plastic clamps at intervals not exceeding 50 cm; the minimum DC cable size shall be 4.0 mm² copper; the minimum AC cable size shall be 4.0 mm² copper. In three phase systems, the size of the neutral wire size shall be equal to the size of the phase wires.
- 13) Cable Routing / Marking: All cable/wires are to be routed in a GI cable tray and suitably tagged and marked with proper manner by good quality ferule or by other means so that the cable easily identified. In addition, cable drum no. / Batch no. to be embossed/ printed at every one meter.
- 14) Cable Jacket should also be electron beam cross-linked XLPO, flame retardant, UV resistant and black in colour.
- 15) All cables and connectors for use for installation of solar field must be of solar grade which can withstand harsh environment conditions including High temperatures, UV radiation, rain, humidity, dirt, salt, burial and attack by moss and microbes for 25 years and voltages as per latest IEC standards. DC cables used from solar modules to array junction box shall be solar grade copper (Cu) with XLPO insulation and rated for 1.1kV as per relevant standards only.
- 16) Multi Strand, Annealed high conductivity copper conductor PVC type 'A' pressure extruded insulation or XLPE insulation. Overall PVC/XLPE insulation for UV protection Armoured cable for underground laying. All cable trays including covers to be provided. All cables conform to latest edition of IEC/ equivalent BIS

Standards as specified below: BoS item / component Standard Description
Standard Number Cables General Test and Measuring Methods, PVC/XLPE insulated cables for working Voltage up to and including 1100 V, UV resistant for outdoor installation IS /IEC 69947.

17) The total voltage drop on the cable segments from the solar PV modules to the solar grid inverter shall not exceed 2.0%.

18) The total voltage drop on the cable segments from the solar grid inverter to the building distribution board shall not exceed 2.0%.

TOOLS & TACKLES AND SPARES :-

1) After completion of installation & commissioning of the power plant, necessary tools & tackles are to be provided free of cost by the Project developer for maintenance purpose. List of tools and tackles to be supplied by the Project developer for approval of specifications and make from MEDA/owner.

2) A list of requisite spares in case of PCU/inverter comprising of a set of control logic cards, IGBT driver cards etc. Junction Boxes. Fuses, MOVs / arrestors, MCCBs etc along with spare set of PV modules be indicated, which shall be supplied along with the equipment. A minimum set of spares shall be maintained in the plant itself for the entire period of warranty and Operation & Maintenance which upon its use shall be replenished.

DANGER BOARDS AND SIGNAGES :-

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

FIRE EXTINGUISHERS :-

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

1) Portable fire extinguishers in the control room for fire caused by electrical short circuits.

2) Sand buckets in the control room.

3) The installation of Fire Extinguishers should conform to TAC regulations and BIS standards. The fire extinguishers shall be provided in the control room housing PCUs as well as on the Roof or site where the PV arrays have been installed.

DRAWINGS & MANUALS :-

1) Two sets of Engineering, electrical drawings and Installation and O&M manuals are to be supplied. Project developer shall provide complete technical data sheets for each equipment giving details of the specifications along with make/makes along with basic design of the power plant and power evacuation, synchronization along with protection equipment.

2) Approved ISI and reputed makes for equipment be used.

3) For complete electro-mechanical works, Project developer shall supply complete design, details and drawings for approval to owners before progressing with the installation work.

PLANNING AND DESIGNING:

1) The Project developer should carry out Shadow Analysis at the site and accordingly design strings & arrays layout considering optimal usage of space, material and labour. The Project developer should submit the array layout drawings along with Shadow Analysis Report to owner for approval.

DRAWINGS TO BE FURNISHED BY PROJECT DEVELOPER AFTER AWARD OF CONTRACT FROM BENEFICIARY:-

The Project developer shall furnish the following drawings Award/Intent and obtain approval

1) General arrangement and dimensioned layout.

2) Schematic drawing showing the requirement of SPV panel, Power conditioning Unit(s)/ inverter, Junction Boxes, AC and DC Distribution Boards, meters etc.

3) Structural drawing along with foundation details for the structure.

4) Itemized bill of material for complete Solar plant covering all the components and associated accessories.

5) Layout of solar Power Array

6) Shadow analysis of the roof

SAFETY MEASURES :-

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

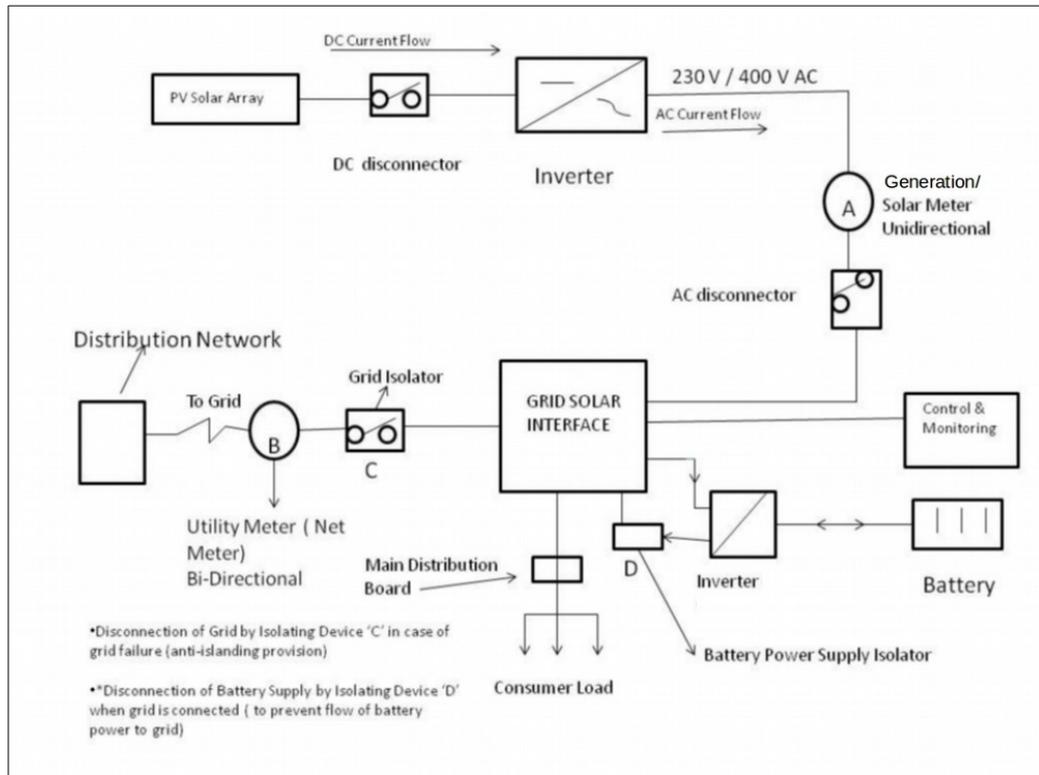
DISPLAY BOARD :-

The Project developer has to display a board at the project site mentioning the following:

a) Plant Name, Capacity, Location, Type of Renewable Energy plant (Like solar wind etc.), Date of commissioning, details of tie-up with transmission and distribution companies, Power generation and Export FY wise.

The size and type of board and display shall be appropriate.

PROBABLE DIAGRAM FOR UNINTERRUPTED SUPPLY



D	Financial
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Annexure – 10 : Financial

1	Annexure-MF.01A	Financial Bid for Submission of Gross Total Value of Annexure : MF.01B
2	Annexure-MF.01B	Detailed Financial Bid for Annexure : Main Technical MT.01

Annexure – 11 : MF.01A

Tender Notice No. HIGH COURT/SOLAR/515/2023

Financial Bid for Submission of Gross Total Value of Annexure: Main Technical MT.01.

Prices should be quoted in Indian Rupees and indicated both in figures and words. Price in words will prevail, in the event of any mismatch.

Grand Total Value (GTV) (i.e., value of cell (Sr.No.1, Col.No.9) of Annexure MF.01B (in Rs.) i.e., Value of 'X'	X
(Rupees)in words	

Note 1: Please ensure that the Grand Total Value given in Annexure MF.01A must match the Grand Total Value given in Annexure MF.01B.

Note 2: Price of 1 KW Grid Connected Hybrid System : Rs. xxxxx/- (includes Site Survey, Supply, Installation, Testing and Commissioning including 5 years Operation, Comprehensive Warranty and Maintenance of Grid Connected Rooftop Solar Photovoltaic Power Plants with Net Metering & internal wiring facilities for backup.)

Date :- Authorized Signatory

Name :-

Place SEAL

Annexure – 12: MF01B

Tender Notice No. HIGH COURT/SOLAR/515/2023

Financial Bid for all Items as per Annexure: Main Technical MT.01, Annexure Optional Technical: OT.01

1. Prices in Financial Bid should be quoted in the following format, as per the specifications in respective Annexures.
2. All prices should be quoted with warranty for **Five Years**.
3. Prices should be quoted in Indian Rupees and indicated both in figures and words. Figures in words will prevail.
4. Quoting incredibly low value of items with a view to subverting the Tender process shall be rejected straight away and EMD of such bidder will be forfeited.
5. Sum total of all taxes to be given in Column 4 (Taxes). The details of all the tax types and value in percentage to be provided separately in the table below.

Sr. No.	Item Description		Period of Battery backup	Unit Price (Rs.)	GST (Rs.) against supply of Solar Power plant components	GST (Rs.) against installation of Solar power plant	Unit Price (All inclusive) with Five Year warranty (Rs.)	Indicative Quantity for Determining the L1 bidder/rates only.	Total Price (All inclusive) with Five Year warranty (Rs.)
1	2	Make/Model	3	4	5	6	7= 4 + 5 + 6	8	9=7 x 8
1	Solar Power Plant	5kWp						1	
2	Solar Power Plant	10 kWp						1	
3	Solar Power Plant	15 kWp						1	

4	Solar Power Plant 20 kWp							1	
GRAND TOTAL VALUE (GTV) in Rs.									X

Note 1):- In BoQ format to be uploaded on Mahatender portal, bidder shall fill the cumulative GST rates for Delivery and Installation, in single Column (i.e. Column No.7 - GST- if applicable in percentage).

Note 2):- Quantity of Solar Plants may increase or decrease as per requirement.

1. Unit Price (Column 5) should include packing, forwarding, freight, insurance, or any other charges.
2. All fields in the financial bid format are mandatory.
3. State entry taxes should not be included in Column in Taxes.
4. *Details of Taxes to be entered here :--

Sr. No.	Tax Type	Value (In Percentage)

Date:- Authorized Signatory

Name:-

Place:-

Note 1):- Initially Purchase Order will be issued for supply of 45 Solar Plants. It may increase or decrease as per requirement.

Note 2):- Total approximate 311 Solar Plants are to be installed. It may increase or decrease as per requirement.

Annexure– 13 : Bid Submission

Online Bids submitted in TWO Envelopes as Follows:

Envelope-1 (Following documents to be provided as single PDF file)			
Sr. No.	Documents	Content	File Types
1.	EMD	1.The scanned copy of EMD - Online Earnest Money Deposit OR a valid MSME registration certificate.	.PDF
2.	Eligibility Criteria	<p>* Authorization to sign on behalf of the bidder by HR/Legal department.</p> <p>The requirements as mentioned in the Annexure – 3 : - Eligibility Criteria along with similar completed work projects documents.</p> <p>MAF by the front end bidder on Company letter head.</p> <p>* Supporting Documents about techno - commercial collaboration with subsystems/ peripheral manufacturers.</p> <p>* A letter from each subsystems/peripheral manufacturer the support for five year.(As applicable)</p> <p>* Self Certification on the letter head signed by the Authorised signatory for similar work projects along with Certificate for each project.</p> <p>* Bidder’s Annual Turnover – Annexure - 5.</p> <p>* Infrastructure support in the form of direct service centers or their franchisees as per format Annexure – 7 and escalation matrix for sales & support function.</p> <p>* A copy GST Registration No.</p> <p>* A Copy of PAN number</p> <p>* Attested Copy of Registration No. in the name of bidder.</p> <p>* Attested copies of Articles of Association</p>	.PDF

		(in case of Registered firm), Bye-laws and Certificates of registration (as applicable), Partnership Deed (in case of Partnership Firm). *The Bidder shall provide Certificate for country sharing land border as per Annexure – 19.	
3.	Technical Bid	<ul style="list-style-type: none"> •Brochure for offered product (Make and Mode) •Certificate that offered / quoted products confirm to the tender specification • Make and Model for each quoted item. •Benchmark Reports (snapshots and full descriptions report for an exactly same configuration for the offered product/item with name and version of bench mark 	.PDF
4.	TVDS Datasheet	<p>* TVDS (Technical specification) data sheet completely filled up by the bidder as per Annexure-15 for each quoted and offered item (only offered item's technical specification shall be filled) and brochure for the same, relevant certificates as applicable for the quoted specifications as per the Technical bid.</p> <p>* Point-wise compliance statement of specifications and features of offered equipment/subsystems.</p> <p>* Any other document which the bidder may feel necessary to support the product/bid.</p>	.PDF
Envelope-2			
Sr. No.	Documents	Content	File Types
1.	Financial Bid (GTV)	Gross Total Value Financial bid as per Annexure – 11 : MF01A	.PDF
2.	Detailed Financial Bid	Detailed Financial Bid for additional item as per Annexure – 12 : MF01B	.RAR Containing .PDF, xls

E	Document Lists / Check- list to be submitted
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Annexure –14 : Enclosures Check-list

(To be submitted properly numbered and indexed along with signatures of the Authorized Representative of quoting bidder).

Sr. No.	Description	Compliance (Y/N)	Refer Page No. in the Bid
1	For- EMD:		
For- Eligibility Criteria			
2	Information and documents as per Annexure-3 : Eligibility Criteria		
3	Information as per Annexure 7 : Support		
4	Authorization letter for submission of quotation by the authorized signatory (with signature duly attested by the Company's Director/CEO). Proof of Authorized Signatory in the form of Power of Attorney/Board Resolution		
For -Technical Bid			
5	Brochure of the products quoted.		
6	Point wise compliance statement of specifications and features of offered equipment / subsystems.		
7	List of service centers located in the States of Maharashtra along with contact details as per Annexure – 7.		
8	For all the quoted items, Make and Model should be mentioned in the technical bid along with complete details. Operating System compatibility certificate issued by OEM to be submitted along with the bid.		
9	Unpriced Bill of Material along with part numbers, Make and Model for each item quoted.		
10	Certificate to the effect that the		

	offered/quoted products conform to the Tender specification.		
11	Completely filled Technical Data Sheet (TVDS) /Technical specification data sheet Annexure-15 , for each quoted configuration. Technical specification of the offered product should be mentioned in the TVDS and submit with the bid. The bidder shall fill each fields to make clear for the offered product and its technical specifications.		
12	Benchmark report (snapshots and full description report) as per the tender requirement should be submitted (for an exactly same configuration as what is being quoted) along with the bid. Bidder has to mention the name and version of the benchmark toll used.		
13	Any other document which the bidder may feel necessary to support the product/bid.		
Total No. of Pages in the bid, all sequentially numbered			
For – Main Financial Bid			
14	Financial bid as per Annexure - 11 : MF.01A		
For - Detailed Financial Bid			
15	Financial bid as per Annexure - 12 : MF.01B		

Annexure –15 : Blank Technical verification Data Sheets (TVDS)

Note:-Please read tender document carefully before filling the bid for the technical specifications of quoted/offered product in blank TVDS form

Item No. 1 : SOLAR PLANT

Sr. No.	Particular	Required Specification	Bidders compliance
1	Make		
2	Model		
3	Product Name (in detail)		
4	Manufactured Part No.		
5	Product Manufacturing date		
6	Product launching date (in India)		
7	Product End of Sale date		
8	Product End of Life date		

Sr No	Particulars	Specifications	Make / Model	5 kWp	10 kWp	15 kWp	20 kWp
1	Solar PV Modules	Crystalline Silicon					
	Capacity						
	No of SPV Modules						
2	Module Mounting Structure						
3	Power Conditioning Unit						
	Inverter						
	Charge Controller						
4	Battery (Lead Acid, Tubular Positive Plate)						

Sr No	Particulars	Specifications	Make / Model	5 kWp	10 kWp	15 kWp	20 kWp
	flooded electrolyte or Gel / VRLA Type)/ Flat plate						
5	cable						
6	Monitoring, Control & protection device						
7	Metering at generation side						
8	Metering at Consumption side						
9	spares						
10	Junction Boxes/Enclosures						
11	GI Pipe Earthing System						
12	Lightning & Over Voltage Protection						

NOTE

- 1) ALL THE ABOVE SPECIFICATIONS ARE MINIMUM.
- 2) Bidder shall submit brochure for the quoted product only and shall not submit brochure for any other product.
- 3) Bidder to submit a detailed technical specification sheet (TVDS -Technical Verification Data Sheet) for each item/equipment/component/sub-component/System/Sub-system and Web link .
- 4) Bidder shall not use words like “Yes” or “Complied” in TVDS & shall give complete details of specifications of the offered product.

DETAILED TECHNICAL SPECIFICATIONS OF COMPONENT

TECHNICAL SPECIFICATION OF SPV POWER PLANT

Grid Tied Solar Rooftop Photovoltaic (SPV) Power Plant with Battery Bank

DEFINITION:-

A Grid Tied Solar Rooftop Photovoltaic (SPV) power plant consists of SPV array, Module Mounting Structure, Power Conditioning Unit (PCU) consisting of Maximum Power Point Tracker (MPPT), Inverter, and Controls & Protections, interconnect cables, Junction boxes, Distribution boxes and switches. PV Array is mounted on a suitable structure. Grid tied SPV system should be designed with necessary features to supplement the grid power during day time. Components and parts used in the SPV power plants including the PV modules, metallic structures, cables, junction box, switches, PCUs etc., should conform to the BIS or IEC or international specifications, wherever such specifications are available and applicable. Solar PV system shall consist of following equipments / components.

Solar PV modules consisting of required number of Crystalline PV cells. Grid interactive Power Conditioning Unit with Remote Monitoring System Mounting structures Junction Boxes.

Earthing and lightning protections.

IR/UV protected PVC Cables, pipes and accessories

SOLAR PHOTOVOLTAIC MODULES :-

- 1) The PV modules used should be indigenous, and should be Tier-1 Mono Crystalline Solar Panel.
- 2) The PV modules used must qualify to the latest edition of IEC PV module qualification test or equivalent BIS standards Crystalline Silicon Solar Cell Modules IEC 61215/IS14286. In addition, the modules must conform to IEC 61730 Part-1 - requirements for construction & Part 2 – requirements for testing, for safety qualification or equivalent IS.
- 3) For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.
- 4) The total solar PV array capacity should not be less than allocated capacity (kWp) and should comprise of solar crystalline modules of minimum 250 Wp and above wattage. Module capacity less than minimum 250 watts shall not be accepted.

- 5) Adequate protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.
- 6) PV modules must be tested and approved by one of the IEC authorized test centres.
- 7) The module frame shall be made of corrosion resistant materials, preferably having anodized aluminium.
- 8) SPV plant shall be carefully designed & accommodate requisite numbers of the modules to achieve the rated power. MEDA/owners shall allow only minor changes at the time of execution.
- 9) Other general requirement for the PV modules and subsystems shall be the Following:
 - a. The rated output power of any supplied module shall have tolerance within +/-3%.
 - b. The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series connected modules) shall not vary by more than 2 (two) per cent from the respective arithmetic means for all modules and/or for all module strings, as the case may be.
 - c. The module shall be provided with a junction box with either provision of external screw terminal connection or sealed type and with arrangement for provision of by-pass diode. The box shall have hinged, weather proof lid with captive screws and cable gland entry points or may be of sealed type and IP-65 rated.
 - d. I-V curves at STC should be provided by Project developer.

SOLAR PV MODULES :-

Modules deployed must use a RF identification tag. The following information must be mentioned in the RFID used on each modules. This should be inside the laminate only.

- 1) Name of the manufacture of the PV module
- 2) Name of the manufacture of Solar Cells.
- 3) Month & year of the manufacture (separate for solar cells and modules)
- 4) Country of origin (separately for solar cells and module)
- 5) I-V curve for the module Wattage, I_m , V_m and FF for the module
- 6) Unique Serial No and Model No of the module
- 7) Date and year of obtaining IEC PV module qualification certificate.
- 8) Name of the test lab issuing IEC certificate.

9) Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001

WARRANTIES :-

I. Material Warranty

- a) Material Warranty is defined as: The project developer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a period not less than five (05) years from the date of sale to the original customer ("Customer")
- b) Defects and/or failures due to manufacturing
- c) Defects and/or failures due to quality of materials
- d) Non conformity to specifications due to faulty manufacturing and/or inspection processes. If the solar Module(s) fails to conform to this warranty, the project developer will repair or replace the solar module(s), at the Owners sole option.

II. Performance Warranty:

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

BATTERY BANK:

There will be battery bank comprising of appropriate capacity for respective SPV Power Plant (Hybrid) (For example: 1500 VH for 5 KWA Type C10 Solar). The batteries should be of tubular plate lead acid & low maintenance type and shall have long service life. The cells should confirm IEC 61427 / IS 1651 / IS 133369 and as per specification given below shall be provided.

Container	Polypropylene Co-polymer/hard rubbers with carrying handle.
Cover	Protective cover of polypropylenes against dirt & possible short circuit.
Terminals	Made of lead alloy suitable for bolted connection. The terminals should be greased with petroleum gel.
Electrolyte	Battery grade Sulphuric acid
Self Discharge	Less than 3% per month at 30 degree C

Life expectancy	1500 cycle duty at 27degree C at 80% depth of discharge 3000 cycle duty at 50% discharge.
Voltage	2 Volt
Approval	Batteries shall have to be approved by ERTL or CPRI or any MNRE approved test centers
Service Life	Should perform satisfactory for a minimum period of 5 year under operating conditions as mentioned.

Each battery bank will contain suitable wooden rack or Mild Steel, hydrometer, thermometer, cell tester and connecting leads etc.

Hybrid Inverter set :-

Sr. No	Particular	Common Technical Specification			
		5 kwp	10 kwp	15 kwp	20 kwp
1	Max. PV Power	5000W	10000W	15000W	20000 W
2	Max. PV Array Open Circuit Voltage	900 VDC	900 VDC	900 VDC	900 VDC
3	MPPT Range at Operating Voltage	400 VDC-800 VDC	400 VDC-800 VDC	400 VDC-800 VDC	400 VDC-800 VDC
Grid Input					
4	Acceptable Input Voltage Range	170-280 VAC Per Phase / 415 VAC			
5	Maximum AC Input Current	8 Amp Per Phase	16 Amp Per Phase	24 Amp Per Phase	40 Amp Per Phase
6	Frequency	50 Hz			
7	Continuous rating	KV rated +10% with import/Export net metering			
8	Normal power	5 kwp	10 kwp	15 kwp	20 kwp
9	Total Harmonic Distortion	less than 3%			
Battery Backup					
10	Output Voltage	220/230/240 VAC			
11	Output Waveform	Pure Sine Wave / Square wave			
12	Nominal DC Voltage	12 / 24 / 36 / 48 VDC			

13	Operating temperature Range	0 to 60 Deg.C
14	Humidity	95 % Non condensing
15	Housing cabinet	PCU to be housed in suitable switch cabinet , IP-20 (minimum) for indoor IP-65 (minimum) for outdoor
16	PCU efficiency	98% above and full load
17	PF	> 0.9

OTHER IMPORTANT FEATURES/PROTECTIONS OF PCU

- 1) Mains (Grid) over-under voltage and frequency protection.
- 2) The PCU / inverter shall be designed for continuous, reliable power supply as per specifications. The inverter shall have high conversion efficiency from 25 percent load to the full rated load. The efficiency of the inverter shall be more than 95% at full load and more than 88% at partial load (50%-75%).
- 3) The PCU shall be self commuted and shall utilize a circuit topology and components suitable for meeting the specification listed above at high conversion efficiency and with high reliability.
- 4) The PCU shall be provided with MPPT (Maximum Power Point Tracing) features, so that maximum possible power can be obtained from the PV module.
- 5) The PCU shall be self commuted and shall utilize a circuit topology/DSP technology to meet the specification listed above at high conversion efficiency and with high reliability. The PCU shall feed the Loads from solar energy being produced. And it should feed the solar power to the grid if the load is less than the solar energy generated.
- 6) Full proof protection against grid is landing which ensures that the PV power and the grid power get disconnected immediately in the event of grid failure.
- 7) The power conditioning units / inverters should comply with applicable IEC/equivalent BIS standard for efficiency measurement and environmental tests as per standard codes IEC 61683/IS 61683 and IEC 60068 – 2 (1,2,14,30) / Equivalent BIS std.
- 8) The MPPT units environmental testing should qualify IEC 60068 – 2 (1,2,14,30) / Equivalent BIS std. The junction boxes/enclosures should be IP 65 (for outdoor)/ IP 54 (indoor) and as per IEC 529 specifications.
- 9) The PCU / inverters should be tested from the MNRE approved test centers / NABL / BIS/ IEC accredited testing – calibration laboratories. In case

of imported power conditioning units, these should be approved by international test houses.

10) The PCU shall be capable of operating in parallel with the grid utility services and shall be capable of interrupting line-to-line fault currents and line-to-ground fault currents.

11) The PCU shall be able to withstand an unbalanced output load to the extent of 50%.

12) The PCU shall go to the shut down/standby mode with its contact open under the following conditions before attempting and automatic restart after an appropriate time delay in insufficient solar power output.

13.a) Utility-Grid Over or Under voltage The PCU shall restart after an over or under voltage shutdown when the utility grid voltage has returned to within limits for a minimum of two minutes.

13.b) Utility-Grid Over or Under Frequency

The PCU shall restart after an over or under frequency shutdown when the utility grid voltage has returned to within limits for a minimum of two minutes. The permissible level of under/over voltage and under/over grid frequency is to be specified by the tender

13.c) The PCU shall not produce Electromagnetic interference (EMI) which may cause malfunctioning of electronics and electrical instruments including communication equipment, which are located within the facility in which the PCU is housed.

14) Communication Modbus protocol along with remote access facility and PLC package with latest monitoring systems.

15) The inverter with MPPT shall be used with the power plant.

16) The sine wave output of the inverter shall be suitable for connecting to 415V, 3 Phase, 50 Hz (In case single phase inverters are offered, suitable arrangement for balancing the phases must be made)

17) The inverter shall incorporate grid islanding protection disconnecting of grid & PV power in case of failure of grid islanding of grid supply suitable DC / AC fuses / circuits breakers and voltage surge protection. Fuses used in the DC circuit shall be DC rated.

18) The inverter shall have internal protection against any sustained faults and/or lightning in DC and mains AC grid circuits.

19) The peak inverter efficiency inclusive shall exceed 94%. (Typical commercial inverter efficiency normally more than 97%, and transformer efficiency is normally more than 97%)

20) The kVA ratings of inverter should be chosen as per the PV system wattage.

21) The output power factor should be of suitable range to supply or sink reactive power.

22) Inverter shall provide panel for display of PV array Dc voltage, current and power, AC output voltage and current (All 3 phases and lines), AC power (Active, Reactive and Apparent), Power Factor and AC energy (All # phases and cumulative) and frequency. Remote monitoring of inverter parameters should also be available.

23) The inverter shall include adequate internal cooling arrangements (exhaust fan and ducting) for operation in a non-AC environment.

Factory Testing (Test Report) :

1) The PCU shall be tested to demonstrate operation of its control systems and ability to be automatically synchronized and connected in parallel with the utility service , prior to its shipment.

2) Operation of all controls, protective and instrumentation circuits shall be demonstrate by direct test if feasible or by simulation operation conditions for all parameters that can be directly tested.

3) Special attention shall be given to demonstration of utility service interface protection circuit and function, including calibration and functional trip tests of faults and isolation protection equipment.

4) Operation of Start up , disconnect and shut down controls shall also be tested and demonstrate . Stable operation of PCU and response to control signals shall also be tested and demonstrate.

5) Factory testing shall not only be limited to measurement of phase currents, efficiencies , harmonic content and power factor, but shall also include all other necessary tests/simulation required and requested by the Purchaser Engineers. Tests may be performed at 25%, 30% ,75% &100 % of the rated nominal power.

6) A Factory Test Report (FTR) shall be supplied with the unit after all tests. The FTR shall include detailed description of all parameters tested qualified and warranted. OR Manufactures shall have manufacturing & testing facilities

as per norms in IEC standards , product shall be delivered along with such test reports/certificates.

ARRAY STRUCTURE :-

- 1) Hot dip galvanized MS mounting / pre-galvanized structures may be used for mounting the modules / panels / arrays. Minimum thickness of galvanization should be at least 120 microns.
- 2) Each structure should have angle of inclination as per the site conditions to take maximum insolation. However to accommodate more capacity the angle inclination may be reduced until the plant meets the specified performance ratio requirements.
- 3) The Mounting structure shall be so designed to withstand the speed for the wind zone of the location where a PV system is proposed to be installed (wind speed of 150 km/ hour). It may be ensured that the design has been certified by a recognized Lab/ Institution in this regard and submit wind loading calculation sheet to MEDA. Suitable fastening arrangement such as grouting and calming should be provided to secure the installation against the specific wind speed.
- 4) The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS 4759.
- 5) Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts.
- 6) Aluminium structures also can be used which can withstand the wind speed of respective wind zone. Necessary protection towards rusting need to be provided either by coating or anodization.
- 7) Aluminium frames should be avoided for installations in coastal areas.
- 8) The fasteners used should be made up of stainless steel. The structures shall be designed to allow easy replacement of any module. The array structure shall be also designed that it will occupy minimum space without sacrificing the output from the SPV panels.
- 9) Regarding civil structures the Project developer need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof.

The total load on the terrace should be less than 60 kg/m² for the safe structural stability of the building.

JUNCTION BOXES (JBs) :-

- 1) The junction boxes are to be provided in the PV array for termination of connecting cables. The J. Boxes (JBs) shall be made of GRP / FRP / Powder

Coated Aluminium/cast aluminium alloy with full dust, water & vermin proof arrangement. All wires / cables must be terminated through cable lugs. The JB's shall be such that input & output termination can be made through suitable cable glands.

2) Copper bus bars / terminal blocks housed in the junction box with suitable termination threads conforming to IP65 standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry. Single / double compression cable glands. Provision of earthings. It should be placed at 5 feet height or above for ease of accessibility.

3) Each Junction Box shall have High quality Suitable capacity Metal Oxide Varistors (MOVs) / SPDs, suitable Reverse Blocking Diodes. The Junction Boxes shall have suitable arrangement monitoring and disconnection for each of the groups.

4) Suitable markings shall be provided on the bus bar for easy identification and the cable ferrules must be fitted at the cable termination points for identification.

5) All fuses shall have DIN rail mountable fuse holders and shall be housed in thermoplastic IP 65 enclosures with transparent covers.

DC DISTRIBUTION BOARD :-

1) DC Distribution panel to receive the DC output from the array field.

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

AC DISTRIBUTION PANEL BOARD :-

1) AC Distribution Panel Board (DPB) shall control the AC power from PCU/ inverter, and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar while in grid tied mode.

2) All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS 60947 part I, II and III.

3) The changeover switches, cabling work should be undertaken by the Project developer as part of the project.

4) All the Panel's shall be metal clad, totally enclosed, rigid, floor mounted, air - insulated, cubical type suitable for operation on three phase / single phase, 415 or 230 volts, 50 Hz

5) The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.

6) All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.

7) Should conform to Indian Electricity Act and rules (till last amendment).

8) All the 415 AC or 230 volts devices / equipment like bus support insulators, circuit breakers, SPDs, VTs etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions:

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

PROTECTIONS :-

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

LIGHTNING PROTECTION:-

1) The SPV power plants shall be provided with lightning & over voltage protection. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors.

2) Lightning protection should be provided as per IEC 62305 standard. The protection against induced high-voltages shall be provided by the use of metal oxide varistors (MOVs) and suitable earthing such that induced transients find an alternate route to earth.

SURGE PROTECTION :-

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

EARTHING PROTECTION :-

1) Each array structure of the PV yard should be grounded/ earthed properly as per IS:3043-1987. In addition the lightning arrester/masts should also be earthed inside the array field. Earth Resistance shall be tested in presence of the representative of Department/owner as and when required after earthing by calibrated earth tester. PCU, ACDB and DCDB should also be earthed properly.

2) Earth resistance shall not be more than 5 ohms. It shall be ensured that all the earthing points are bonded together to make them at the same potential.

CABLES :-

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

- 1) Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards
- 2) Temp. Range: -10oC to +80oC.
- 3) Voltage rating 660/1000V
- 4) Excellent resistance to heat, cold, water, oil, abrasion, UV radiation
- 5) Flexible
- 6) Sizes of cables between array interconnections, array to junction boxes, junction boxes to Inverter etc. shall be so selected to keep the voltage drop (power loss) of the entire solar system to the minimum (2%)
- 7) For the DC cabling, XLPE or, XLPO insulated and sheathed, UV-stabilized single core multi-stranded flexible copper cables shall be used; Multi-core cables shall not be used.
- 8) For the AC cabling, PVC or, XLPE insulated and PVC sheathed single or, multi-core multi-stranded flexible copper cables shall be used; Outdoor AC cables shall have a UV-stabilized outer sheath.
- 9) The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use. Outer sheath of cables shall be electron beam cross-linked XLPO type and black in colour.
- 10) The DC cables from the SPV module array shall run through a UV-stabilized PVC conduit pipe of adequate diameter with a minimum wall thickness of 1.5mm.
- 11) Cables and wires used for the interconnection of solar PV modules shall be provided with solar PV connectors (MC4) and couplers.
- 12) All cables and conduit pipes shall be clamped to the rooftop, walls and ceilings with thermo-plastic clamps at intervals not exceeding 50 cm; the minimum DC cable size shall be 4.0 mm² copper; the minimum AC cable size shall be 4.0 mm² copper. In three phase systems, the size of the neutral wire size shall be equal to the size of the phase wires.
- 13) Cable Routing / Marking: All cable/wires are to be routed in a GI cable tray and suitably tagged and marked with proper manner by good quality ferule or by other means so that the cable easily identified. In addition, cable drum no. / Batch no. to be embossed/ printed at every one meter.
- 14) Cable Jacket should also be electron beam cross-linked XLPO, flame retardant, UV resistant and black in colour.
- 15) All cables and connectors for use for installation of solar field must be of solar grade which can withstand harsh environment conditions including High temperatures, UV radiation, rain, humidity, dirt, salt, burial and attack by moss

and microbes for 25 years and voltages as per latest IEC standards. DC cables used from solar modules to array junction box shall be solar grade copper (Cu) with XLPO insulation and rated for 1.1kV as per relevant standards only.

16) Multi Strand, Annealed high conductivity copper conductor PVC type 'A' pressure extruded insulation or XLPE insulation. Overall PVC/XLPE insulation for UV protection Armoured cable for underground laying. All cable trays including covers to be provided. All cables conform to latest edition of IEC/ equivalent BIS Standards as specified below: BoS item / component Standard Description Standard Number Cables General Test and Measuring Methods, PVC/XLPE insulated cables for working Voltage up to and including 1100 V, UV resistant for outdoor installation IS /IEC 69947.

17) The total voltage drop on the cable segments from the solar PV modules to the solar grid inverter shall not exceed 2.0%.

18) The total voltage drop on the cable segments from the solar grid inverter to the building distribution board shall not exceed 2.0%.

TOOLS & TACKLES AND SPARES :-

1) After completion of installation & commissioning of the power plant, necessary tools & tackles are to be provided free of cost by the Project developer for maintenance purpose. List of tools and tackles to be supplied by the Project developer for approval of specifications and make from MEDA/ owner.

2) A list of requisite spares in case of PCU/inverter comprising of a set of control logic cards, IGBT driver cards etc. Junction Boxes. Fuses, MOVs / arrestors, MCCBs etc along with spare set of PV modules be indicated, which shall be supplied along with the equipment. A minimum set of spares shall be maintained in the plant itself for the entire period of warranty and Operation & Maintenance which upon its use shall be replenished.

DANGER BOARDS AND SIGNAGES :-

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

FIRE EXTINGUISHERS :-

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

1) Portable fire extinguishers in the control room for fire caused by electrical short circuits.

- 2) Sand buckets in the control room.
- 3) The installation of Fire Extinguishers should confirm to TAC regulations and BIS standards. The fire extinguishers shall be provided in the control room housing PCUs as well as on the Roof or site where the PV arrays have been installed.

DRAWINGS & MANUALS :-

- 1) Two sets of Engineering, electrical drawings and Installation and O&M manuals are to be supplied. Project developer shall provide complete technical data sheets for each equipment giving details of the specifications along with make/makes along with basic design of the power plant and power evacuation, synchronization along with protection equipment.
- 2) Approved ISI and reputed makes for equipment be used.
- 3) For complete electro-mechanical works, Project developer shall supply complete design, details and drawings for approval to owners before progressing with the installation work.

PLANNING AND DESIGNING:

- 1) The Project developer should carry out Shadow Analysis at the site and accordingly design strings & arrays layout considering optimal usage of space, material and labour. The Project developer should submit the array layout drawings along with Shadow Analysis Report to owner for approval.

DRAWINGS TO BE FURNISHED BY PROJECT DEVELOPER AFTER AWARD OF CONTRACT FROM BENEFICIARY:-

The Project developer shall furnish the following drawings Award/Intent and obtain approval

- 1) General arrangement and dimensioned layout.
- 2) Schematic drawing showing the requirement of SPV panel, Power conditioning Unit(s)/ inverter, Junction Boxes, AC and DC Distribution Boards, meters etc.
- 3) Structural drawing along with foundation details for the structure.
- 4) Itemized bill of material for complete Solar plant covering all the components and associated accessories.
- 5) Layout of solar Power Array
- 6) Shadow analysis of the roof

SAFETY MEASURES :-

- 1) The Project developer shall take entire responsibility for electrical safety of the installation(s) including connectivity with the grid and follow all the safety

rules & regulations applicable as per Electricity Act, 2003 and CEA guidelines etc.

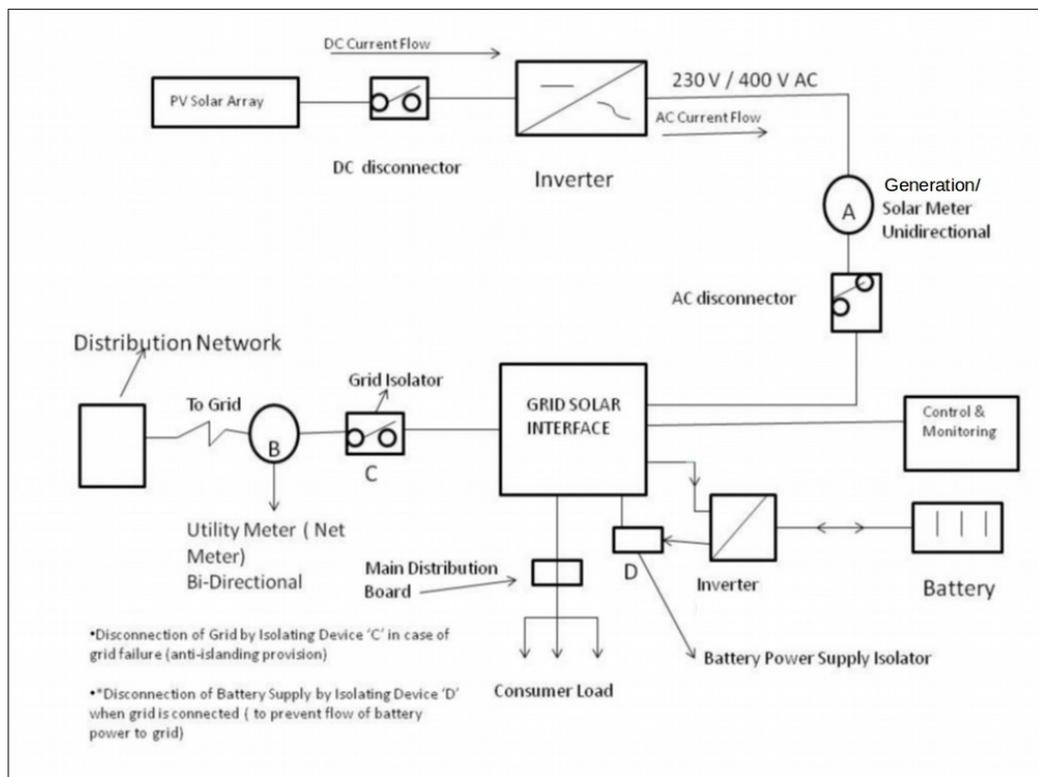
DISPLAY BOARD :-

The Project developer has to display a board at the project site mentioning the following:

a) Plant Name, Capacity, Location, Type of Renewable Energy plant (Like solar wind etc.), Date of commissioning, details of tie-up with transmission and distribution companies, Power generation and Export FY wise.

The size and type of board and display shall be appropriate.

PROBABLE DIAGRAM FOR UNINTERRUPTED SUPPLY



**Annexure –16 : Draft of Performance Guarantee
(On Stamp Paper)**

To:

**The Registrar General,
High Court, Bombay**

WHEREAS ----- (Name of Vendor/successful bidder) has undertaken a Rate Contract, to supply Solar Plants as per Tender No. HIGH COURT/SOLAR/515/2023 dated 22-12-2023 hereinafter called "the Contract".

AND WHEREAS, the contract requires the Vendor to furnish you with a Bank Guarantee for the sum specified therein as security for compliance with the Vendor's performance obligations under the Contract.

AND WHEREAS at the request of the vendor we have agreed to provide you with this guarantee:-

THEREFORE, WE (NAME OF THE BANK) hereby unconditionally and irrevocably undertake to pay to you upon first demand, without demur or protest, without reference to the Vendor and notwithstanding any dispute(s) between the Vendor and you a sum of upto Rs./- (amount of the guarantee in Words and Figures).

Any claim hereunder should be accompanied by a demand letter from you stating that the Vendor has failed to perform his part of the contract and specifying the amount claimed hereunder.

This Bank Guarantee shall remain valid for multiple claims provided that the claims if any should be received at the bank before close of business hours on _____

Signature and Seal of Guarantors

Date :- _____

Address: _____

Date :- _____

Address: _____

**Annexure – 17 : Draft of Agreement
(On Stamp Paper)**

AGREEMENT MADE this _____ day of _____ Two Thousand Twenty Three, between _____ (hereinafter called "Tenderer") of the one part and the High Court, Bombay (hereinafter called "Purchaser") of the other part.

WHEREAS the Tenderer has Tendered to supply to the Purchaser, the _____ along with related accessories with Five years warranty as per the delivery instructions and delivery schedule given in the Tender Document at the respective rates mentioned in the column provided for the purpose and whereas such Tender has been accepted and the Tenderer has furnished Performance Guarantee with the Purchaser in the sum of Rs. _____/- (amount of the guarantee in Words and Figures) as a security (Performance Guarantee) for the fulfillment of this Agreement. The Tenderer has to furnish Performance Bank Guarantee with the Purchaser according to the Purchase Order issued time to time to the Tenderer as per requirement. NOW IT IS HEREBY AGREED between the parties hereto as follows:

The Tenderer has accepted the Contract on the terms and conditions set out in the Tender Notice No. HIGH COURT/SOLAR/ 515/2023 dated 22/12-2023 and Purchase Order No. Spl./Com./ /2023 dated 00-00-2023, which will hold good during the period of this Agreement.

The Purchaser has placed Purchase Order No. Spl./Com./ /2023 dated 00-00-2023 with M/s _____ (Tenderer) for supply, testing, installation, commissioning and maintenance of Solar Plants/ Nos (quantity and description of material) along with related accessories with Five years warranty, at the total cost of Rs. _____/- (amount of the guarantee in Words and Figures).

Upon breach by the Tenderer of any of the conditions of the Terms and Conditions of the Tender Document, the consequences will follow as per those Terms and Conditions in the Tender Document.

Place : Mumbai.

Tenderer

On behalf of the _____

Witness: 1)

Purchaser

2)

On behalf of the High Court Bombay

Annexure – 18 : Draft of Bank Guarantee
(On Stamp Paper)

(This form is to be used where the amount of EMD is Rs.1,00,000/- (Rupees
One lakh or above)

To:

**The Registrar General,
High Court, Bombay**

Whereas _____ (hereinafter referred to as “the Tenderer”) has submitted its Tender Offer dated _____ 2023 for the supply, testing, installation, commissioning and maintenance of Solar Plants.

AND WHEREAS to safeguard against Tenderer’s withdrawing or altering the bid during the bid validity period, he is required to furnish you with a Bank Guarantee for the sum of Rs...

AND WHEREAS at the request of the Tenderer, We have agreed to provide you with this guarantee:-

THEREFORE, WE (__NAME OF THE BANK __) hereby unconditionally and irrevocably undertake to pay to you upon first demand, without demur or protest, without reference to the Tenderer and notwithstanding any dispute(s) between the Tenderer and you a sum of upto -----

Any claim hereunder should be accompanied by a demand letter from you stating that the Tenderer has failed to perform his part of the contract and specifying the amount claimed hereunder.

This Bank Guarantee shall remain valid for multiple claims provided that the claims if any should be received at the Bank before close of business hours on _____

(Signature & Seal of the Bank Authority)

(This guarantee is for the Bid validity period for 180 days.)

Annexure – 19 : Certificate for country sharing land border

Tender Notice No. HIGH COURT/SOLAR/515/2023

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

Date :-

Place :-

Authorized signatory with seal.

Annexure – 20 : List of locations where Solar Plants are to be provided

List of locations will be provided while issuing Purchase Order for supply and installation of Solar Plant in the State of Maharashtra and Goa and Union Territories at Diu, Daman and Dadra Nagar Haveli at Silvassa.

Note: Quantities may be increased or decreased.