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Fender Type	Open Te	ender	Fo	m of contract		E	PC Contract		
Tender Category	Works		No	. of Covers		2			
General Technical Evaluation Allowed	No			mWise Technica Aluation Allowe		N	0		
Payment Mode	Online			Multi Currency		For N	0		
Is Multi Currency Allowed For Fee	No		All	ow Two Stage B	Bidding	N	0		
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Address Office of CEO, ANERT Law C										

# ANERT

# Agency for New and Renewable Energy Research & Technology

# **E-TENDER DOCUMENT**

Request for Selection of bidder for undertaking the Operation & Maintenance activities for a period of 5 years for ANERT 2MW Solar PV Power Plant at Kuzhalmannam, Palakkad District, Kerala

Ref. No.: ANERT-TECH/119/2018-PO(AG)

Last date for e-Tender Submission:01/11/2023

**PART-I** 



Agency for New and Renewable Energy Research and Technology PMG-Law College Road, Vikas Bhavan PO, Thiruvanathapuram – 695 033, Kerala Phone: (91-471) 2334122, 2334124, 2331803(office), 2329854 Fax: (91-471)2329853 Web: http://www.anert.gov.in email: <u>CEO@anert.in</u>

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# FORMAT FOR COVERING LETTER

Sir,

I/We hereby e-tender for the 5 years Operation & Maintenance under annexed terms and conditions of contract, all the equipment and the related structures for the 2MW PV Power Plant as described in the attached O&M procedures decided by the Agency for New and renewable Energy Research & Technology (ANERT), at the rates quoted in the Price Bid (Part III).

I am/We are remitting herewith the required amount of Rs. ..... towards the cost of e-tender and Earnest Money Deposit by electronic payment vide transaction No ...... dt.....

Yours faithfully,

Place:

Date:

Signature Name Designation

### (Office Seal)

(This letter to be submitted on the official letter head of the tenderer, signed by the authorised signatory.)

# **E-TENDER NOTICE**

Competitive e-tenders in two cover system, with Envelope 1 (Part-I having Bid Qualification Requirements (BQR), Earnest Money Deposit (EMD) and Part-II with Technical Bid and Commercial terms without Price Bid), and Envelope 2 (Part-III with Price Bid) in accordance with the attached commercial terms and O & M requirements. The tender offers are invited from companies experienced in O&M activities of utility scale (MW scale) Power Plants or Solar power plant asset management for the *Request for Selection of bidder for undertaking the Operation & Maintenance activities for a period of 5 years for ANERT 2MW Solar PV Power Plant at Kuzhalmannam, Palakkad District, Kerala.* The e-tender documents can be downloaded from the e-tendering website of Govt. of Kerala. Tender form will not be available in any other form.

Thiruvananthapuram

18/10/2023

Sd/-CEO

# **TENDER ABSTRACT**

Ref. No.	ANERT-TECH/119/2018-PO(AG)
Title of the Work	Request for Selection of bidder for undertaking the Operation & Maintenance activities for a period of 5 years for ANERT 2MW Solar PV Power Plant at Kuzhalmannam, Palakkad District, Kerala
Download of Tender Form	From 13/10/2023 to 28/10/2023
	from <a href="http://www.etenders.kerala.gov.in">http://www.etenders.kerala.gov.in</a>
Last date of submission of Tender	01/11/2023 Online at the website
	http://www.etenders.kerala.gov.in
Date and Time of opening the Tender	01/11/2023
Tender Value	Rs 75 lakhs
Cost of Tender form	Rs 2500/- +18% GST
EMD	Rs 50,000/-
Period	5 years comprehensive on site
Site details	Kuzhalmannam, Palakkad District, Kerala State
Name and Address of the officer from whom Tender forms are to be obtained	Website <a href="http://www.etenders.kerala.gov.in">http://www.etenders.kerala.gov.in</a>
Place of opening of tender	Office of CEO, ANERT Law College Road, Vikas Bhavan. PO, Thiruvananthapuram – 695 033, Kerala

Thiruvananthapuram 18/10/2023

Sd/-CEO

# **I-A - GENERAL TERMS AND CONDITIONS FOR E-PROCUREMENT**

This tender is an e-Tender and is being published online for 5 years Operation & Maintenance of a ANERT 2MW SPV power plant at Kuzhalmannam, Palakkad District. The tender is invited in two cover system from the registered and eligible firms through e-procurement portal of Government of Kerala (<u>www.etenders.kerala.gov.in</u>). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in <u>www.etenders.kerala.gov.in</u>

## 1. Online Bidder registration process:

- 1.1 Bidders should have a Class II or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.
- 1.2 Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471- 2577088, 2577188, 2577388 or 0484 – 2336006, 2332262 - through email: etendershelp@kerala.gov.in for assistance in this regard

## 2. Online Tender Process:

The tender process shall consist of the following stages:

- i. **Downloading of tender document**: Tender document will be available for free download on <u>www.etenders.kerala.gov.in</u>. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. **Publishing of Corrigendum**: All corrigenda shall be published on <u>www.etenders.kerala.gov.in</u> and shall not be available elsewhere.
- iii. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on <u>www.etenders.kerala.gov.in</u>. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- iv. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- v. Opening of Financial Bids: Bids of the qualified bidder's shall only be

considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

## 3. Documents Comprising Bid:

- **3(a)** The First Stage (Pre-Qualification or Technical Cover based on 1 cover or 2 cover tender system):
  - **3.1** Pre-Qualification or Technical proposal shall contain the scanned copies of the following documents which every bidder has to upload:
  - 3.2 Envelop -1 shall contain, along with Part-I and II (this document in PDF form)/ scanned copies:
    - a) Part I & II of the tender documents downloaded from the website
    - b) Agreement in the prescribed format (Annexure I-D) on Govt. of Kerala stamp paper worth Rs.200/-
    - c) Copy of Registration Certificate of the bidder firm
    - d) Copy of the work orders and certification from the owner/developer regarding O&M experience, to prove the experience in executing similar orders, as specified
    - e) Documents to prove the Turnover of the bidder
    - f) Details of the technical offer
    - g) Declaration by the Bidder (format as in Annexure II D)
    - h) Statement of Deviations (format as in Annexure II E)
    - i) Declaration for Deviations (format as in Annexure II F)
  - 3.3 Envelop -2: shall contain the Price Schedule as per BOQ in Excel format for this tender to be downloaded from e-tender website, duly digitally signed by the tenderer/authorized signatory of the tender.
  - **3.4** The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

### **3(b)** The Second Stage (Financial Cover as per two cover system):

**3.5** The Bidder shall complete the Price bid as per format given for download along with this tender.

<u>Note</u>: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

3.6 Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non - responsive and rejected.

## 4. Tender Document Fees and Earnest Money Deposit (EMD)

- 4.1 The Bidder shall pay, a tender document fees of Rs 2500/- +18% GST and Earnest Money Deposit or Bid Security of Rs 50,000/-The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.
- 4.2 Online Payment modes: The tender document fees and EMD can be paid in through e-Payment facility provided by the e-Procurement system. Bidders can make payment only via Internet banking facility

<u>State Bank of India Multi Option Payment System (SBI MOPS Gateway)</u>: Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in eProcurement System.

A) I	nternet Banking Options (Retail)		
1	Allahabad Bank	32	Kotak Mahindra Bank
2	Axis Bank	33	Lakshmi Vilas Bank
3	Andhra Bank	34	Mehsana Urban Co-op Bank
4	Bandan Bank	35	NKGSB Co-operative Bank
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank
7	Bank of India	38	Punjab National Bank
8	Bank of Maharashtra	39	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	40	RBL Bank
10	BNP Paribas	41	Saraswat Cooperative Bank
11	Canara Bank	42	Shamrao Vithal Cooperative Bank
12	Catholic Syrian Bank	43	South Indian Bank
13	Central Bank of India	44	Standard Chartered Bank
14	City Union Bank	45	State Bank of India
15	Corporation Bank	46	Syndicate Bank
16	Cosmos Bank	47	Tamil Nadu Mercantile Bank
17	DCB Bank	48	Tamil Nadu Cooperative Bank
18	Dena Bank	49	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	50	TJSB Bank

Request for Selection of bidder for undertaking the Operation & Maintenance activities for a period of 5 years for ANERT 2MW Solar PV Power Plant at Kuzhalmannam, Palakkad District, Kerala

8

20	Dhanalaxmi Bank	51	UCO Bank
21	Federal Bank	52	Union Bank of India
22	HDFC Bank	53	United Bank of India
23	ICICI Bank	54	Vijaya Bank
24	IDBI Bank	55	YES Bank
25	Indian Bank		
26	Indian Overseas Bank		
27	IndusInd Bank		
28	Jammu & Kashmir Bank		
29	Janata Sahakari Bank		
30	Karnataka Bank		
31	Karur Vysya Bank		
B) I	nternet Banking Options (Corporate)	1	
1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	Shamrao Vitthal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank
15	ICICI Bank	35	Axis Bank
16	Indian Overseas Bank		
17	Janta Sahakari Bank		
18	Jammu & Kashmir Bank		

19	Karur Vysya Bank	
20	Kotak Bank	

During the online bid submission process, bidder shall select *SBI MOPS* option and submit the page, to view the *Terms and Conditions* page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely *SBI* and *Other Banks*\* will be shown. Here, Bidder may proceed as per below:

- a) <u>SBI Account Holders</u> shall click <u>SBI</u> option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b) <u>Other Bank Account Holders</u> may click <u>Other Banks</u> option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

\*Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-

\* Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.

## 5. SUBMISSION PROCESS:

- 5.1 For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on <u>www.etenders.kerala.gov.in</u> along with online payment of tender document fees and EMD.
- 5.2 For page by page instructions on bid submission process, please visit <u>www.etenders.kerala.gov.in</u> and click "Bidders Manual Kit" link on the home page.
- 5.3 It is necessary to click on "Freeze bid" link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

## 6. Validity

6.1 The tender offer shall be kept valid for acceptance for a period of 6 months from the date of opening of offers (Envelop -1). The offers with

lower validity period are liable for rejection

6.2 Further, the tenderer may extend the validity of the Bids without altering the substance and prices of their Bid for further periods, if so required

### 7. Deviations

7.1 The offers of the Tenderers with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection

### 8. Black List

8.1 All the intending tenderers shall agree that in the event of the documents furnished with the offer being found to be bogus or the documents contain false particulars, they shall be blacklisted for future tenders/ association with ANERT and EMD shall be forfeited against any losses incurred by ANERT.

### 9. Bidder's Location

- 9.1 The tenderers are requested to furnish the exact location of their corporate office with detailed postal address and pin code, telephone and fax nos. etc in their tenders so as to arrange inspection by ANERT, if considered necessary.
- 9.2 All communication shall be made to the registered email of the bidder in the e-tendering systems and ANERT shall not be responsible for non-receipt or delay of any such communication.

# **I-B – BID QUALIFICATION REQUIREMENTS**

## **10. Bid Qualification Requirements**

- 10.1 Every tenderer should submit along with his e-tender an Earnest Money Deposit (EMD). This may be done electronically from any of the Nationalized/Schedule Banks. The EMD of the disqualified tenderers will be returned automatically through e-procurement system. The EMD of the successful tenderers may be adjusted towards the security deposit. No interest shall be paid for the earnest money deposited.
- **10.2** An agreement in Rs.200/- Kerala stamp paper as per the format given in Annexure I-D must be submitted as a hardcopy to ANERT office before the deadline for submission of e-tender.
- **10.3** The Bidder shall be companies experienced in O&M activities of utility scale (MW scale) Power Plants.
- 10.4 The Bidder should have experience in the successful completion of O&M of utility scale (MW scale) Solar PV Power Plant/ Plants with at least 1MWp DC installed capacity within 2 years at the time of bid opening.
- **10.5** The Bidder shall furnish the following documentary evidence to establish his qualification and experience above along with the bid.
  - a. Copy of Work Order/ Contract agreement showing that the bidder has received work order/work orders as described in clause 10.4.
  - b. Performance/Experience/Completion Certificate from the beneficiary/developer/owner regarding the O&M of the Solar PV power plant/ Plants for at least 2 years.
- **10.6** The Bidder should have a minimum annual turnover of 50 lakhs or more for any 2 years out of the last three years. Documentary evidence must be submitted in the form of certified copies of Audited statement of accounts/ Profit and loss accounts or Sale tax returns statement or certification from the Chartered Accountants.

# I-C – SUMMARY OF BID QUALIFICATION REQUIREMENTS

### (To be filled in by the bidder)

1.	Name of the bidder/ Firm	
2.	Address in full	
3.	Contact Details Mobile	
	Land Phone	
	Fax	
	Email	
4.	GST Number	
5.	Name and Designation of the authorised signatory	
6.	Type of Organisation	
7.	Year & Place of Establishment	
	(The firm should have at least 5 years of Experience after the establishment)	
8.	Bidder's O&M experience	Please add details in Table 2.

Table 1: Bid Qualification Requirements

9.	The Bidder should have a minimum annual turnover of 50 Lakhs for 2 years in the period of last 3 years. This shall be supported by audited financial statements.	2020-21 2021-22 2022-23
10.	Agreement submitted (Yes/ No)?	

### **O&M EXPERIENCE DETAILS WITH CAPACITY AND NO. OF YEARS**

Table 2:

Utility (MW) scale O& M experience details with the capacity and no. of years in experience

SI	Power Plant Site	Owner/developer/beneficiary	Capacity	No. of years in
No	Name			O&M experience

Documentary evidence for all the bid qualification requirements are submitted along with this document and the details furnished above are true and correct.

Signature of authorised signatory

Name

Designation

Date:

(Office seal)

# **ANNEXURE I-D - AGREEMENT**

ARTICLES OF AGREEMENT executed on this the ..... day and ..... ..... between the Agency for New and renewable Energy Research ANERT) &Technology (hereinafter referred to as of the one part and tenderer) hereinafter referred to as "the Bounden") of the other part. WHEREAS in response to the Notification No. . . . . . . . . . . . . . . . . . dated . . . . . . . . . . . the bounden has submitted to ANERT a e-tender for the Request for Selection of bidder for undertaking the Operation & Maintenance activities for a period of 5 years for ANERT 2MW Solar PV Power Plant at Kuzhalmannam, Palakkad District, Kerala specified therein subject to the terms and conditions contained in the said e-tender.

In case the e-tender submitted by the bounden is accepted by ANERT and the contract for 5 years Operation & Maintenance of ANERT 2MW SPV power plant at Kuzhalmannam, Palakkad District, Kerala is awarded to the bounden, the bounden shall within <u>fifteen</u> days of acceptance of his e-tender, execute an agreement with ANERT incorporating all the terms and conditions under which ANERT accepts their e-tender offer.

In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, ANERT shall have power and authority to recover from the bounden any loss or damage caused to ANERT by such breach as may be determined by ANERT by appropriating the moneys inclusive of Earnest Money deposited by the bounden and if the Earnest Money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.

All sums found due to ANERT under or by virtue of this agreement shall be recoverable from the bounden and their properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as ANERT may deem fit.

In witness whereof Sri				
(Name and Designation	) for and on be	half o	f the Agency for New and renewable E	nergy
Research	&		Technology	and
Sri			the bounder	ı have
hereunto set their hands	the day and year	showr	against their respective signature.	
Signed		by	Signed	by
Sri			Sri	
(Date)			(Date)	
in the presence of witnes	sses		in the presence of witnesses	

# ANERT

# Agency for New and renewable Energy Research & Technology

# **E-TENDER DOCUMENT**

Request for Selection of bidder for undertaking the Operation & Maintenance activities for a period of 5 years for ANERT 2MW Solar PV Power Plant at Kuzhalmannam, Palakkad District, Kerala

Ref. No.: ANERT-TECH/119/2018-PO(AG)

Last date for e-Tender Submission: 31/10/2023

# **PART-II**



Agency for New and renewable Energy Research & Technology PMG-Law College Road, Vikas Bhavan PO, Thiruvanathapuram – 695 033, Kerala Phone: (91-471) 2334122, 2334124, 2331803(office), 2329854 Fax: (91-471)2329853 Web: http://www.anert.gov.in email: CEO@anert.in

# **PART-II – CONTENTS**

- A. Conditions of Contract
  - 1. General Conditions
  - 2. Special Conditions
  - 3. Schedule of Supply
  - 4. Payment
  - 5. Operation and Maintenance
- **B.** Technical Specifications
- Annexure II-C Bidder's technical information summary
- Annexure II-D Declaration by the bidder
- Annexure-II-E Statement of deviations
- Annexure II-F Declaration for deviation
- Annexure II-G- Engineering Drawing of Structure
- Annexure II-H– Operation & Maintenance
- Annexure II-I- Soil Test Report Summary
- Annexure II-J- The Concept Drawings for Reference

# **II-A – CONDITIONS OF CONTRACT**

### 11. General Conditions

- 11.1 The tenders shall be submitted online at <u>www.etenders.kerala.gov.in</u>
- 11.2 The tenders shall be as per the prescribed form which should be downloaded from the e-tender website. The cost of tender forms should be paid online, and once paid will not be refunded. Tender forms are not transferable. Tenders that are not in the prescribed form are liable to be rejected.
- 11.3 Intending tenderers shall submit their tenders on or before the due date and time mentioned in the tender abstract. Late tender will not be accepted.
- 11.4 The rates quoted shall be only in Indian currency. Tenders in any other currency are liable to rejection. The rates quoted should be for the unit specified in the schedule attached. Please be noted that this is not a purchase order; instead, a Work Order to 5 years Operation & Maintenance of ANERT 2MW Solar PV Power Plant. Hence all taxes (GST), duties, and other Govt. related expenses, if any, in connection with the Work Order shall apply to this project.
- **11.5** The tenderer shall submit a copy of PAN card of the authorised signatory along with tender.
- 11.6 Tenders subject to conditions will not be considered. They are liable to be rejected on that sole ground.
- 11.7 The tenders will be opened on the specified day and time in the office of the CEO, ANERT in the presence of such of those tenderer's representatives who may be present with proper authorisation issued by the tenderer.
- 11.8 Every tenderer should send along with his tender an Earnest Money Deposit. This may be paid online at the e-tenders website.
- 11.9 If any tenderer withdraws from his e-tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money if any, deposited by him, will be forfeited.
- 11.10 The final acceptance/rejection of the tenders rests entirely with CEO, ANERT who do not bind themselves to accept the lowest or any tender.
- **11.11** In the case of materials of technical nature, the successful tenderer should be prepared to guarantee satisfactory performance for a period of guarantee under a definite penalty.

Communication of acceptance of the e-tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement on Kerala Stamp Paper of Stamp value applicable

for Public works for the due fulfilment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, Lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out below:

- (a) The successful tenderer shall before signing the agreement and within the period specified in the letter of acceptance of his tender, deposit a sum equivalent to 5% of the value of the contract as security for the satisfactory fulfilment of the contract less the amount of money deposited by him along with his tender. The amount of security may be deposited in the manner of Demand Draft or Bank Guarantee in favour of the CEO payable at Thiruvananthapuram, Kerala from any of the Nationalised/Scheduled Banks. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to ANERT and contract arranged elsewhere at the defaulter's risk and any loss incurred by ANERT on account of the purchase will be recovered from the defaulter who will however not be entitled to any gain accruing thereby.
- 11.12 The Security deposit shall, subject to the conditions specified herein be returned to the contractor within three months after the expiration of the contract but in the event of any dispute arising between ANERT and the contractor, ANERT shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from ANERT to the contractor.
- (a) All payments to the contractors will be made by the CEO, ANERT in due course
  - i. by Online Internet banking or NEFT cash transfer or cheques on District Treasury or State Bank of India
- (b) All incidental expenses incurred by ANERT for making payments outside the State in which the claim arises shall be borne by the contractor.
- **11.13** Payments will be made only after the required technical verification by ANERT district office/ANERT Technical Team.
- 11.14 The contractor shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the purchasing officer who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the subcontractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be

relieved from any obligation, duty or responsibility under this contract.

- In case the contractor becomes insolvent or goes into liquidation, or 11.15 makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection or behalf of or his creditors or in case any receiving order(s) for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or in case in which under any clause or clauses any act of insolvency or in case in which under any clause(s) of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, thereupon, after notice given by the Purchasing Officer to the contractor, be determined and ANERT may complete the contract in such time and manner and by such persons as ANERT shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of ANERT against the contractor or his sureties in respect of any breach of contract committed by the contractor. All expenses and damages caused to ANERT by any breach of contract by the contractor shall be paid by the contractor to ANERT and may be recovered from him under the provisions of the **Revenue Recovery Act in force in the State.**
- 11.16 In case the contractor fails to supply and installation of the SPV Power Plant within the time provided for the same, or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for ANERT (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere of on behalf of ANERT by an order in writing under *the* hand of the CEO put an end to this contract and in case ANERT shall have incurred sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other moneys shall then or any time during the continuance of this contract be payable by the contractor to ANERT under and by virtue of this contract, it shall be lawful for ANERT from and out of any moneys for the time being payable or owing to the contractor from ANERT under or by virtue of this contract or otherwise to pay and reimburse to ANERT all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being payable by the contractor aforesaid.

- 11.17 Any some of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the CEO or any other person authorised by ANERT and set off against any claim of ANERT for the payment of a sum of money arising out of or under any other contract made by the contractor with ANERT or any other person authorised by ANERT. Any sum of money due and payable to the successful tenderer or contractor from ANERT shall be adjusted against any sum of money due to ANERT from him under any other contracts.
- 11.18 Every notice hereby required or authorised to be given may be either given to the contractor personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed and posted, shall be deemed to have been served on the contractor on the date on which in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.
- 11.19 The tenderer shall undertake the installation of the PV Power Plant according to the existing Engineering Standards and as specified by ANERT.
- 11.20 No representation for enhancement of rate once accepted will be considered.
- **11.21** The PV Plant installation shall be with the same components as per the successful bid offer.
- 11.22 The prices quoted should be inclusive of GST which are or shall become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during execution of the contract. The estimated O&M cost is INR 25lakhs (including all taxes & charges) for 5 years.
- 11.23 Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.
- 11.24 The tenderer should send along with his tender an agreement executed and signed in Kerala Stamp Paper of value Rs.200/-. A specimen form of agreement is given as Annexure I-D to this tender. Tenders without the agreement in stamped paper will be rejected outright.
- 11.25 Conditions in the technical document, technical specifications and special conditions of this tender document would override these general conditions, wherever applicable.
- 1126 ANERT, by notice sent to the contractor, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for ANERT's convenience, the extent to which performance of the contractor under the contract is

terminated, and the date upon which such termination becomes effective.

- **11.27** Envelope 1 shall be opened at the time and date announced in the tender notice.
- 11.28 Envelope-2 containing Price Bid will not be opened at the time of opening Envelope-1. Envelope-2 will be opened later, the date of which will be intimated to the qualified tenderers, and this information would also be available on the e-tenders website.
- 11.29 In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Court within whose jurisdiction the CEO, ANERT voluntarily resides.
- 11.30 The Courts situated at the place where the headquarters of ANERT is situated viz, Thiruvananthapuram alone will have jurisdiction to entertain civil suits and all other legal pertaining to this contract.

## **12. Special Conditions**

- **12.1** Each bidder should submit only one (1) bid. Any bidder who submits/participates in more than one bid for the work shall be disqualified.
- **12.2** The tenders will be opened in the presence of bidders present at the date and time advised in the Bidding Document. If the due date for receiving and opening the tender happens to be declared holiday, then the tender will be received and opened on the very next day, for which no prior intimation will be given.
- **12.3** If the bidder has NOT submitted the requisite EMD OR Agreement, OR if the price bids are included in Envelope-A or Envelope-B, OR if Envelope-C is not submitted along with the tender, such tenders will be summarily rejected.
- **12.4** During the technical evaluation period, ANERT may seek more clarifications/details from any or all of the tenderers, if felt necessary.
- **12.5** The price bids of technically qualified tenderers only will be opened and the L1 bidder will be awarded the work of supply and installation of items after fulfilling all the requirements.
- **12.6** If found essential, ANERT reserves the right, in the interest of completion of work within the time limit, to award portion/portions of the Work order to next higher bidders, called for negotiation in the increasing order of their price offers, if they agree to execute the project at the L1 price.
- **12.7** The tender offer shall be kept valid for acceptance for a period of 6 months from the date of opening of offers (envelopes A/B). The offers with lower validity period are liable for rejection.
- **12.8** The evaluation of the financial bid will be based on the grand total of all-inclusive amount quoted.

## 13. Payment

### **13.1** The terms of O&M amount payment shall be:

- i. O&M amount shall be paid on pro rata basis in the interval of 6 months from 10 December 2023.
- ii. The O&M procedures and the payment as given above will be validated by an O&M agreement executed between ANERT and the successful bidder.
- **13.2** Income tax, contribution to workers' welfare fund and other statutory deductions shall be made as applicable for each payment as per prevailing norms.

## **14.** Scope of Operation & Maintenance (O&M)

- **14.1** There is separate scope for Operation and Maintenance (O&M) of the 2MWp Solar Power Plant for a period of five (5) years from 10 Dec 2023. The O&M of the solar Plant is in accordance with an Operations and Maintenance Agreement (the "O&M Agreement").
- **14.2** The details of the Scope under O&M are described below.

The Contractor shall be responsible for Comprehensive Operation and Maintenance of the 2MWp Solar Power Plant for a period of five (5) years from 10 Dec 2023. Annual Maintenance Contract after the 5 years of Plant Operation will be decided on tender basis at the appropriate time.

However, the technical personal from the successful bidder shall attend for a training prior to one week to the above date with the concerned personal to be deployed at the site.

The bidder shall provide the following personnel as part of O&M of the plant.

- 1. One Graduate Engineer (BTech in EEE) (shall be resident personnel)
- 2. One Diploma Engineer (Diploma in EEE) (shall be resident personnel)
- 3. One Security Personnel
- 4. Cleaning Personnel

The O&M team will operate the solar Plant in accordance with an Operations and Maintenance Agreement (the "O&M Agreement") which shall provide for, at a minimum, the following services:

Performing routine and non-routine maintenance on the solar plant

- Operating the solar plants.
- Providing all consumable materials (other than major equipment like Grid Connected Inverters, Cables, Solar Modules, 10kWp Off-Grid PV

Plant Inverter, Battery etc.) and services necessary for solar Plant maintenance.

- O&M team should meet expenses related to the internet connection at the site and the telephone expenses corresponding to the broadband internet/telephonic connection.
- Monitoring the operations of the Project via the computer monitoring system.
- Performing all duties for the safe and efficient operation and maintenance as per the standards.
- Complying with all regulatory obligations.
- Cleaning of PV Modules at regular intervals.

Operator shall perform the O&M work in a prudent and efficient manner and in accordance with:

- Manufacturers and systems designers' specifications, the Annual Operating Plan for the Plant and all operation and maintenance manuals,
- All Indian applicable laws including environmental protection, pollution, sanitary, employment and safety laws, ("Government Rules").
- Prudent Utility Practice.
- Keeping the PV Modules clean without soiling, so that the plant performs satisfactorily.

Operator shall use all reasonable and practical efforts:

- To maximize plant capacity utilization
- To minimize plant downtime
- To optimize useful life of all the equipment of the energy project.

Contractor shall be responsible for all the required activities for the successful running, optimum energy generation & maintenance of the Solar Photovoltaic Power Plant covering:

- Monitoring controlling, troubleshooting maintaining of records & registers.
- The tenderer shall provide all consumables related to the maintenance of the solar power plant for a period of 5 (five) years. Cost of these items (including Cost of consumables) shall be included in the price quoted.
- Supply & use of consumables throughout the maintenance period as per recommendations of the equipment manufacturers.
- Conducting periodical checking, testing, over hauling and preventive action.

- Daily general up keeping including cleaning of all equipment, building, amenities, roads, Solar Photovoltaic land area etc.
- Submission of Daily Generated Reports (DGR), periodical & monthly reports to ANERT on the energy generation & operating conditions of the solar plant.
- Taking care of the full security aspects of the Solar Power Plant.
- Maintenance of Lightning Arrestors.
- Continuous monitoring the performance of the Solar Power Plant and regular maintenance of the whole system including Modules, PCU's, junction boxes underground cables, outdoor/indoor Distribution Board transformers, VCBs, CT, PTs, and all associated equipment etc. necessary for extracting and maintaining the maximum energy output from the Solar Power Plant.
- Periodic Testing/ calibration of all other measuring devices as per respective manufacturer's instruction/guideline.

Operation and Maintenance of the Solar Photovoltaic Power Plant is required for a period of 5(five) years from 10 December 2023 which shall be carried out at fixed cost. The period of Operation and Maintenance will be deemed to commence from 10 December 2023.

### **Operation and Performance Monitoring**

Operation part consists of deputing manpower as discussed in clause 15.2 necessary to operate the Solar Photovoltaic Power Plant at the optimum capacity. Operation procedures such as preparation to start, routine operations with safety precautions, monitoring of Solar Power Plant etc. shall be carried out as per the manufacturer's instructions to have trouble free operation of the complete system.

Daily work of the operators in the Solar Photovoltaic Power Plant involves:

- Cleaning of Modules
- Keeping a log of the voltage, current, power factor, power (Active & Reactive), wind speed, frequency, Module and ambient temperature in one hr interval.
- Keeping a log of daily current, voltage, Active and Reactive Power and Energy output of the solar Power Plant
- Note down failures, interruption in supply and tripping of different relays, reason for such tripping, duration of such interruption etc.
- Check battery voltage specific gravity and temperature. The operator shall record monthly energy output, down time, etc.
- Keeping a log of grid failures and plant down time.
- Providing arrangements for ANERT & KSEB Ltd. for recording the Joint Meter Reading in the beginning of every month.

### Maintenance

The contractor shall carry out the periodical/plant maintenance as given in the manufacturer's service manual and perform at least minimum requirement.

- Preventive/Routine Maintenance shall be done by the Contractor at least once in a every three months and shall include activities such as, cleaning and checking the health of the Solar PV system, cleaning of module surface, tightening of all electrical connections and any other activity that may be required for proper functioning of the Solar PV system.
- Keeping a good rapport with the ANERT district office, Palakkad and ANERT Head Quarters.
- Regular periodic checks of the Modules, PCU's shall be carried out as a part of routine preventive maintenance.
- To meet the maintenance requirements stock of consumables are to be maintained as recommended by the manufacturer of equipment to be kept for usage.
- Care shall be taken for outdoor equipment to prevent corrosion. Cleaning of the junction boxes, cable joints, insulators etc shall also be carried out at every month interval.
- Resistance of the earthing system as well as individual earthing is to be measured and recorded every month. If the earth resistance is more than 3-ohm, suitable action is to be taken to bring down the same.
- According to the recommendations stock of special tools and tackles shall be maintained for Modules, PCU's and other major electrical equipment.
- Solar modules surface shall be thoroughly cleaned on a regular basis to ensure maximum possible generation. Manufacturer's approved method of cleaning shall be adopted for the purpose.
- A maintenance record is to be maintained by the contractor to record the regular maintenance work carried out as well as any breakdown maintenance along with the date of maintenance, reasons for the breakdowns, steps taken to attend the breakdown, duration of the breakdown etc.
- The Schedules will be drawn such that some of the jobs other than breakdown, which may require comparatively long stoppage of the Power Plant, shall be carried out preferably during the non-sun period.
- The contractor shall maintain the SCADA system including the SCADA components and RTU incorporated with the SCADA system for communicating with the SLDC (KSEB Ltd.).
- The contractor shall maintain the real-time SCADA communication between the plant

and SLDC.

- The Contractor shall deploy enough manpower at Solar Photovoltaic Power Plant site to carryout work instructions and preventive maintenance schedules as specified.
- The Contractor will attend to any breakdown jobs immediately for repair/replacement /adjustments and complete at the earliest working round the clock. During breakdowns (not attributable to normal wear and tear) at O&M period, the Contractor shall immediately report the accidents, if any, to the Engineer in Charge at site of ANERT showing the circumstances under which it happened and the extent of damage and or injury caused.
- The Contractor shall comply with the provision of all relevant acts of Central or State Governments including payment of Wages Act 1936, Minimum Wages Act 1948, Employer's Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maturity Benefit Act 1961, Mines Act 1952, Employees State Insurance Act 1948, Contract Labour (Regulations & Abolishment) Act 1970, Electricity Act 2003, Grid Code, Metering Code, MNRE guide lines, ANERT Guidelines or any modification thereof or any other law relating whereto and rules made there under from time to time.
- The contractor shall at his own expense provide all amenities to his workmen as per applicable laws and rules.
- The Contractor shall ensure that all safety measures are taken at the site to avoid accidents to his Workmen.
- If negligence / mal operation of the contractor's operator results in failure of equipment such equipment should be repaired/ replaced by contractor at free of cost.
- If any jobs covered in O&M Scope are not carried out by the contractor during the O&M period pro-rata deduction will be made based on the quantum of work from the O&M contract bills.

### **Tools and Tackles**

The Contractor shall arrange and stock for all the necessary tools and tackles for carrying out all the maintenance work covered under this contract.

#### Key Activities for preventive maintenance

Activity	Details
Cleaning of PV Modules by Water spraying for the removal of dust deposits	Cleaning on Weekly basis or as and when required
spraying for the removal of dust deposits	required
Review Array Output, Current and	
Voltage to verify power operation	Onsite check in a random pattern to verify the SCADA out put
Watch for shading caused by trees,	Vegetation growth can vary from year to
weeds, other obstructions	year and more so after the monsoon period.
Inspect the PV Array surface for fouling	
due to excessive dirt or debris (bird	If water cleaning is not removing the dirt,
debris, leaves etc.)	the surface should be cleaned with a gentle
luces a static a DV ( Manda da star	rinse with plain water or mild detergent
Inspect the PV Modules for	Preventive maintenance check in accordance
cracks/damage	with the PV Module supplier's instructions.
Inspect the entire system for loose or	
damaged wiring	Preventive maintenance check in accordance
	with the OEM's instructions.
Inspect Inverter and clean any filters or	Preventive maintenance check in accordance
vents to ensure unrestricted Air flows.	with the OEM's instructions.
Calibration of DAS/SCADA etc.	Periodic calibration of DAS/SCADA and other
	instrumentation

### List of Key activities for preventive maintenance of the project

### **Security Services**

The contractor must arrange proper security system including deployment of security personnel at his own cost for the check vigil for the Solar Power Plant. Any loss or damage on account of security lapse shall be compensated by the contractor. Proper checking & recording of all incoming & outgoing materials, vehicles, persons and a logbook of that activities shall be maintained.

### **Handing Over**

At the end of the Operation and Maintenance period of 5 years, the Contractor shall hand over the complete system to ANERT in the best working condition. Any component found defective/inefficient/worn out shall be rectified/ replaced/ made good at contractor's cost before handing over the system to the ANERT. To ensure longevity & safety of the core equipment and optimum performance of the system the Contractor should use only genuine spares of high-quality standards.

### STAFF

The power plant will be under the charge of an engineer employed by the successful bidder and supported by adequate staff as and when necessary, during the O&M period. Also, security personnel will be provided by the successful bidder.

### TRAINING

Training will be imparted to the O&M team by the EPC company and ANERT.

This operational training shall cover the following:

- The nature, purpose and limitations of all plant and equipment
- The detailed operating instructions on each section and equipment of the plant
- Normal start up and shutdown program for the plant
- The emergency procedures and all related HSE issues according to the standards

The basis for the training shall be the O&M manual provided by the OEMs of various equipment.

## **15. Location Details**

**15.1** The project is located at the land owned by ANERT at Kuzhalmannam, Palakkad District. This site is well connected with roads and 15 km away from the Palakkad Town. The site details are given in the following table.

Site Name	Kuzhalmannam
Ground Area available	12 Acres
Ownership	ANERT
District	Palakkad
State	Kerala
Latitude	10 <sup>0</sup> 43' 2.1" N
Longitude	76 <sup>0</sup> 36′ 48.1″E
Altitude	96m
Access to Site	1.3km through Kuzhalmannam – Koduvayoor road from Kuzhalmannam
Nearest National	
Highway	NH-47
Nearest Village/Town	Kuzhalmannam
Nearest Railway Station	Palakkad Junction (21km from the site)

Nearest Airport	Coimbatore (60km from the site)
Chances of Soiling	Low to Med
Water Availability & Source	Two separate ponds and an open well at the site
Type of terrain	Almost plain with some small height differences
Nearest KSEB	Koduvayoor 11kV-33kV, 2 x 5MVA Substation, 8km away from
Substation	the site.
Average Ambient	
Temperature	25.25 °C (NASA data)
Highest Temperature	41
(Measurement data)	41

# **II-C – BIDDER'S TECHNICAL INFORMATION SUMMARY**

1. Name of the bidder as in registration certificate Address in full 2. 3. Contact Details Mobile Land Phone Fax No. Email address 4. **Company Registration details** 5. **GST Number** 6. Name of the authorised signatory

(To be filled in by bidder on company letter head)

I have read the General Tender Terms & Conditions for e-Procurement, General Conditions, Special Conditions and Bidder's Technical Information summary of this e-tender and hereby agree to participate in the e-tender strictly adhering to the conditions and the details furnished along with bid are true and correct.

Signature of authorised signatory

Name Designation

Date:

# **ANNEXURE II-D- DECLARATION BY THE BIDDER**

e-Tender Notification No. ..... for Request for Selection of bidder for undertaking the Operation & Maintenance activities for a period of 5 years for ANERT 2MW Solar PV Power Plant at Kuzhalmannam, Palakkad District, Kerala

Tender notification Date

То

The CEO ANERT

We, the undersigned, declare that:

- 1. We have examined and have no reservations to the Bidding Document, including Addenda No.: ........ (If any)
- 2. We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule .
- 3. Our Bid shall be valid for a period of 6 months from the date fixed as deadline for the submission of tenders in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- 4. If our Bid is accepted, we commit to submit a Security Deposit in the amount of 3% percent of the Contract Price for the due performance of the Contract.
- 5. We are not participating, as Bidders, in more than one Bid in this bidding process.
- 6. Our firm, its affiliates, or subsidiaries, including any subcontractors or contractors for any part of the Contract, has not been declared ineligible by the ANERT or Government of Kerala.
- 7. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- 8. Our firm has obtained the certifications from MNRE or NABL approved Test laboratories that the equipment and services are satisfying the technical criteria specified in the bid.

Signature

Name

Date

# **ANNEXURE II-E – STATEMENT OF DEVIATIONS**

Name of Work: Request for Selection of bidder for undertaking the Operation & Maintenance activities for a period of 5 years for ANERT 2MW Solar PV Power Plant at Kuzhalmannam, Palakkad District, Kerala

e-Tender No:....

Name and Address:

То

The CEO ANERT, Thiruvananthapuram

Dear Sir,

Sub:- Deviations from bid conditions relating to bid No. ..... for the Request for Selection of bidder for undertaking the Operation & Maintenance activities for a period of 5 years for ANERT 2MW Solar PV Power Plant at Kuzhalmannam, Palakkad District, Kerala

In respect of whatever has been stated to the contrary anywhere else in our offer, only the following are the deviations and variations from the exception to the specifications and documents for the subject e-Tender No....... These deviations and variations are exhaustive, except these deviations. The Operation & Maintenance will be affected as per your bid specifications and documents. Further I/We agree that additional conditions, if any, found in the offer other than those stated below, except those pertaining to any rebates offered/reductions in cost to the ANERT shall not be given effect to. I/We also certify that the financial implication of these deviations if to be withdrawn has been furnished.

Signature of the tenderer

# **ANNEXURE II-F- DECLARATION FOR DEVIATION**

### "DECLARATION FOR DEVIATION"

From

То

The CEO ANERT Thiruvananthapuram

Dear Sir,

Sub:-	Bid for Request for Selection of bidder for undertaking the Operation &
	Maintenance activities for a period of 5 years for ANERT 2MW Solar PV Power
	Plant at Kuzhalmannam, Palakkad District, Kerala – reg:-
Ref:-	Bid No

This has reference to your above referrer bid. As required therein we are pleased to submit our price bid for the above bid in a separate sealed cover. We have also submitted the pre-qualification bid in a separate sealed cover.

We declare that we are qualified to participate in the above-referred bid in line with your qualification requirements stipulated in the "Bid documents". We further declare that we have brought out all our deviations to the conditions of contract stipulated in your bid documents indicating therein the cost for withdrawing the conditions in case you for such withdrawal will be limited to the amount mentioned against each deviation separately.

It is understood that the deviations to the conditions of the bid documents as have been brought out are exhaustive.

We agree and declare that irrespective of whatever has been stated elsewhere in the bid documents only those deviations that have been specifically brought out in Annexure-II to Part II hold good.

I/We have enclosed..... proof of having deposited an amount of Rs..... towards Earnest Money Deposit, in a separate sealed cover.

Thanking You

Yours faithfully,

(Signature of Bidder) Name Designation

Date: