



BAIF Development Research Foundation

Dr.Manibhai Desai Nagar, National Highway No. 4, Warje, Pune- 411058, India.
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Request for Proposal under Two Bid System for Appointment of Consultant for Providing Solar Consultancy Services for Development of Photovoltaic Solar Power Projects/Grid Connected SPV Rooftop Power Projects” For BAIF campuses at Warje and CRS - Urulikanchan

Tender No. BAIF/Infra/Tender/2022-23

Dated: 25.08.2022

BAIF DEVELOPMENT RESEARCH FOUNDATION

Dr. Manibhai Desai Nagar, Warje, Pune – 411 058

Tel :020 25231661

Email: bdpakhare@baif.org.in

Website: www.baif.org.in

Tender No. BAIF/Infra/Tender/2022-23

Dated: 25.08.2022

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PART-I GENERAL INFORMATION TO THE BIDDERS

1. **Introduction:** BAIF is a leading and reputed NGO founded by late Dr Manibhai Desai working in the Rural Development sector in India with a focus on the projects of rural development. Our programme outreach is spread across 13 States in India.
2. **Name of the Work:** Appointment of Consultant for providing Solar Consultancy Services for development of Photovoltaic Solar Power /Grid Connected SPV Rooftop Power Projects for BAIF campuses at various locations.
3. **Assignment Objective:** BAIF has planned to develop Solar Energy projects for its offices/residential premises and other buildings at various campuses in phased manner. The main objective is to use solar power to reduce electrical charges thereby keeping energy charges minimum.
4. **Name of the Sites:** BAIF desirous to develop Solar Energy Projects in the following in phased manner where appointed Consultant will have to carry out feasibility study:

S. No.	Location of Property
(i)	BAIF DEVELOPMENT RESEARCH FOUNDATION, Dr. Manibhai Desai Nagar, Warje, Pune – 411 058. Tel :020 25231661
(ii)	BAIF central Research Station (CRS) , Urulikanchan, Tal- Haveli, Dist-Pune, 412202 Tel: +91-8668511570,9307178598

5. **Timeline & Procedure for Participation**

Sealed bids are invited by BAIF for the above mentioned work (under two bids system) from reputed and experienced consultants/agencies/firms. The Technical and Financial Bids are to be submitted in separate sealed covers kept in another big envelope duly sealed and super-scribed on top of all the envelopes 'Name of the work'. Tender documents can be downloaded from BAIF website:

www.baif.org.in Corrigendum/Addendum if any, will be available on BAIF website only.

Tender No. BAIF/Infra/Tender/2022-23		Dated: 25.08.2022	
S. No.	Nature of Work	:	Timeline
(ii)	Last date & time for submission of bids	:	10.09.2022 up to 1500 Hours addressed to BAIF DEVELOPMENT RESEARCH FOUNDATION Dr. Manibhai Desai Nagar, Warje, Pune – 411 058 Tel :020 25231661

(iii)	Opening of Technical Bid	:	On 10.09.2022 at 1530 Hours
(iv)	Opening of Financial Bid	:	To be intimated separately to the bidders qualified in technical bid

5.1 Procedure for submission of bids: The bids shall be submitted as under: -

a) **Envelope-A:** Marked with **"Technical Bid"** should contain only technical information. The technical information has to be prepared very carefully as indicated in the tender document since it will be the basis for the pre-qualification of bidders. Only relevant and to the point information/document should be furnished. Failure to provide any required information, may lead to rejection of the offer. The Bidders must read the tender document very carefully before signing on it. Technical formats and all other Annexures and relevant supporting documents including tender document duly signed and stamped with date on each page as token of acceptance of the terms & conditions should be enclosed.

b) **Envelope-B:** Marked with **"Financial Bid"** and should contain only Financial Bid/quotation formats duly signed and stamped with date by the authorized representative as token of acceptance of the terms & conditions. The consultancy fee as given in the schedule have to be quoted in figures (lump sum) exclusive of taxes in the financial bid. The Bidder is required to check the fee carefully and consider the expenditure associated with visit/stay and other incidental expenses for carrying out feasibility study and monitoring of the work during execution of the work at all sites mentioned at Para 4 of this document before submitting the bid.

c) The Technical Bid and Financial Bid are to be submitted in a separate sealed covers and kept in another larger envelope duly sealed and super-scribed on top of all the envelopes 'Name of the Work'. The tenders are to be submitted at , BAIF Bhavan –Warje.

d) All pages of bid including terms and conditions of tender document should be signed with stamp serially numbered by authorized person only.

e) Both the bids should be submitted on the same day and time as explained above.

f) Sequence of opening the sealed bids will be on random basis.

g) No Joint Venture/Consortia is allowed.

6. Any separately submitted discount letter on the financial bid shall not be considered by BAIF and shall be a sufficient ground for disqualification of the bidder. Evaluation of financial bid shall be considered only on the quoted price/Fee in the financial bid submitted by the bidders.

7. **Contact Person:** In case of any query, you may contact any of the following official:

Shri B.D Pakhare , CTPE, BAIF Pune (9423009415) & email:bdpakhare@baif.org.in

8. Criteria for Pre-Qualification

The eligibility criteria for pre-qualification of bidder are as under:

Ser. No.	Clause	Documents to be Attached
(i)	The bidder should have annual average turnover of minimum ₹10.00 lakh for the last 03 financial years (up-to Mar 31, 2022) for providing consultancy services.	Turnover Certificate of last 3 years certified by the Chartered Accountant
(ii)	The bidder should have provided consultancy/advisory services in Govt. Organizations/PSUs/Nationalized Banks/ Financial Institutions/Private Sectors for Solar PV/SPV grid connected solar power plant of minimum two nos. of 100 KWP capacity each or aggregate of ≥ 200 KWP in the last 05 years.	Copy of valid work order /PO/Satisfactory completion certificate/performance certificate of the project(s) to be enclosed

Experience: The bidder should be a reputed company/proprietary/individual providing consultancy/advisory services in the solar power with grid connected system for the last 03 years and should have a qualified team of technical professionals having Master's degree in Science/Bachelor's Degree in Engineering/Technology from a recognized University or equivalent with adequate experience in Development/Design/Implementation of Solar Energy Projects in Govt. /Pvt. Industries or Institutions.

Important Note: (a) BAIF reserves the right to verify information provided by the bidder. In case, information provided by bidder is found to be false/incorrect, the offer shall be rejected. BAIF also reserves the right to verify average annual financial turnover during the last 03 years, ending Mar 31, 2022 which should be at-least ₹10.00 Lakhs (Five Lakhs). The Bidder shall be summarily disqualified in case of non-submission of required documents.

(b) The bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted with any of the government agencies. Declaration in this regard by the authorized signatory of the prime bidder is to be attached.

(c) The selected bidder should preferably, have an office in Pune.

(d) Bidders should furnish reference list of customers with full contact details for whom the bidder had rendered its consultancy services for installation of Solar Plants along-with name and postal address of the customer & company and details of solar system supplied including month and year of commissioning.

9. BAIF reserve the right to modify/amend any or all provisions of this tender document. Any such modification/amendment shall be notified by uploading the same on BAIF Website. Therefore, participating bidders are advised to be in touch with BAIF till last date for submission of the bids. The Bidders shall be solely responsible to check BAIF website for the amendment issued in shape of Corrigendum and/or Addendum up-to last date of submission of the bid.

10. Opening of Bids

10.1 Opening of Technical Bids: Envelope-A will be opened at above venue on **10.09.2022** at 1530 hours. The Tender Committee shall scrutinize the documents furnished in Envelope-A to determine suitably qualifying bidders. At the time of evaluation of technical bids, BAIF may ask the bidder (s) to arrange site visit where the bidder has already executed such type of works as mentioned in the bid.

10.2 Opening of Financial Bids: Financial bids of technically qualified bidders only, shall be opened by BAIF. BAIF's decision in this regard shall be final and binding.

10.3 Presence during opening of bids: The bidders may depute their representatives during opening of bids by issuing an authorization letter.

10.4 RFP Evaluation: During technical evaluation of the proposals, BAIF may ask the bidders for clarification, if any on their proposal. The bidders are required to respond within the time frame prescribed by BAIF.

11. Validity of bids: Tenders submitted by the bidders shall remain valid for acceptance for a minimum period of 90 (ninety) days from the last date/extension if any for submission of Bid.

12. BAIF reserves the right to reject any or all the offers without assigning any reasons thereof.

13. Conditional bids would be summarily rejected.

14. Not more than one tender should be submitted by one Bidder.

15. In case, no bid or single bid is received or any other reason whatsoever, BAIF may at its discretion cancel the whole tendering process or extend date and time for submission of the bids. The corrigendum for the same will be displayed on BAIF website i.e. www.baif.org.in

16. Authorization and Attestation

The bidder has to submit an authorization letter or valid Power of Attorney on behalf of company/firm for signing the document.

17. Selection of Consultant

The consultant shall be appointed by evaluating technical bid first and subsequently financial proposal of the bidders. The Composite value of the fee quoted by the bidders in respect of all the sites shall be taken into account towards selection of the L-1 (The Bidder with lowest quote).

PART-II TERMS & CONDITIONS OF THE CONTRACT

18. Engagement with the Consultant

The Consultant shall be engaged initially for complete execution of the projects. The performance of the Consultant while executing the projects at first location shall be evaluated before moving for second project by BAIF.

19. **Completion of Work:** The feasibility study report of all the sites is to be completed within **45 days** from the date of award of LOI/Work, to the satisfaction of BAIF.

20. **Abnormal Rates:** In case, it is noticed that rates quoted by the bidder for the said job are unusual, it will be the sufficient case for rejection of the tender unless the reasonableness of the rates is convincing. For scrutiny, the analysis for such rates is to be furnished by the bidder on demand.

21. Acceptance/Rejection of Bid

- i) BAIF reserves the absolute right to reject any or all the Bids at any time solely based on the past unsatisfactory performance by the bidder(s). The opinion/decision of BAIF regarding the same shall be final and conclusive.
- ii) BAIF does not bind itself to accept the lowest tender.

22. The Bidders are advised to study the tender document carefully and submit the bid accordingly. For any clarification pertaining to tender document or discrepancy or omission on any of the technical aspect, the Bidder shall contact BAIF well in time before submission of the tender. The specifications and terms and conditions shall be deemed to have been accepted by the bidders in his offer. Non-compliance with any of the requirement and instruction of the tender enquiry may result in the rejection of the tender.

23. The Successful Consultant's responsibility under this contract commences from the date of issue of the Letter of Intent/Work Order by BAIF. The successful firm shall be required to execute an agreement (in the prescribed form at Annexure 11) with BAIF within 15 days from the date of award of the Letter of Intent/Work Order. The bidder shall pay for all stamps duty and legal charges, incidental expenses, if any.

24. The quoted fees should be inclusive of all charges including incidental expenses, sites visit, feasibility study, preparation of reports, engaging any other consultant, monitoring of work during execution and submission of final report on completion and handing/taking over of the projects etc. However, the applicable Tax (es) is to be paid extra by BAIF.

25. Before submission of bid, you are advised to analyze/visit/conduct self-inspection and be well acquainted with the actual working and other prevalent conditions at sites of the work etc. No claim will be entertained later on the grounds of lack of knowledge or any of these conditions.

26. **Payment Terms:** B A I F shall make payment to the appointed Consultant as per following terms:

- i) 40% of the consultancy fee shall be released upon submission of the Feasibility Report for each location on pro-rata basis.
- ii) 20% of the consultancy fee shall be released upon submission of RFQ specifications/DPR (Technical and Commercial part) and BOQ for EPC on pro-rata basis
- iii) 20% of the consultancy fee shall be released after successful installation of complete solar power project at the concerned location.
- iv) Balance 20% of the consultancy fee shall be released upon complete handing over of the job to BAIF and submission of final report to the satisfaction of BAIF for the concerned site.

Note: The above payment terms shall be applicable for each solar system as per billing breakup agreed during the execution. It will be the sole prerogative of BAIF to decide the order of execution of the projects based on the outcome of feasibility study and to decide whether to execute or not to execute the project at particular site (s). The full Consultancy fee shall be payable by BAIF for completed projects only. Similarly, in case where the consultant performs partial services for any reason, including the abandonment, deferment of the project or part thereof, and if the services of the consultant are terminated, the payment will be made in accordance with the payment clause and for the stages that have been completed.

27. Income tax and other taxes and surcharge at source, as applicable will be deducted from your payments at the prevailing rates.

28. In case at any stage, it is found that Consultant is not adhering to the time schedule for completion of work or is delivering things with inordinate delay and not co-operating, BAIF may terminate the contract at any stage giving 07 days' notice and BAIF may impose penalty as deemed fit.

29. In case, if the appointed Consultant engages any other qualified consultant(s), as per requirement of the job, to assist them, the fees payable to these consultants shall be borne by the Consultant. BAIF will not pay any separate fee/consultancy charges to them. The Consultant shall be fully responsible for the works of such consultants(s) and shall also co-ordinate the activities of such consultants.

30. The Consultant shall comply with all applicable State and Central Laws, Statutory Rules and Regulations such as Payment of Wages Act, Minimum Wages Act, Workmen Compensation Act, Employer's Liability Act, Industrial Dispute Act, Employers Provident Act, Employees State Insurance Scheme, implementation of Health, Safety and Environment (HSE) guidelines as and when required, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at Site. The Contractor shall also give to the local Governing Body, Police and other relevant Authorities all such notices as may be required by the Law. BAIF shall not be responsible for non-compliance of any statutory requirement.

31. Arbitration/ Dispute Resolution

Any dispute or difference of any nature whatsoever regarding any right, liability, act, omission of either of parties hereto arising out of or in relation to this agreement or any matter incidental thereto shall be referred to the arbitration of a single arbitration as per the provisions of the Arbitration & Conciliation Act, 1996. The Arbitrator shall be appointed by the President of BAIF and the parties shall bear the costs of such arbitration in equal shares. Such arbitration shall be held at Pune and the courts at Pune alone shall have the jurisdiction to deal with the arbitration proceedings and the awards in accordance with law.

PART-III SCOPE OF WORK

32. Scope of Work

The Consultant shall provide consultancy services for various properties of BAIFI as mentioned at Para 4 of this document. The Consultant shall prepare detailed feasibility study report, design and layout of the solar plant of all the sites as per MNRE specifications including all civil, structural, electrical & other related works and to supervise the works till completion in all respect. The scope of work covers but not limited to the following:

32.1 Feasibility Report Preparation

Detailed project report should cover:

- (i) Site Visit shall be carried out by the consultant for assessment of the actual site conditions and other related information. Location suitability analysis shall be carried out and incorporated in the Feasibility Report.
- (ii) Assessment and calculation of the Solar PV Capacity that can be installed on the site location. Considering and study of the shape of the area, type of roof, adjoining areas orientation of the building and other factors affecting the calculation of the capacity of the proposed solar system at individual sites/locations.
- (iii) Shading analysis and its impact on the solar system design shall be analyzed.
- (iv) Solar Resource Assessment at the proposed site location shall be carried out. Simulation study and preliminary energy estimate shall be worked out using PV System software. Calculation of energy generation, calculation of system losses and system efficiency and performance prediction shall be carried out. Design of plant with estimated electricity generation based on the solar re-source assessment of the site, technology & design considerations.
- (v) Selection and justification of the Solar Technology for the proposed system at various locations shall be carried out. Techno-economical evaluation shall be part of the feasibility report. Solar PV system design optimization shall be carried out. Technical evaluation & comparison of different PV technologies. Selection of the most appropriate technology & PV module size for site conditions and solar radiation levels, technical layout of the plant, arrangement of the solar field
- (vi) Preliminary/proposed system design indicating the scheme of the solar PV system components and their interconnection designs. Preliminary schematics / SLD drawings and brief capacity/specifications and requirements shall be defined for major components.
- (vii) List of recommended technology suppliers for the selected PV technology and major components as approved makes
- (viii) Description of technical features and specifications of solar PV power plant components including PV modules, inverter, transformer, cables, switchgears etc. of power plant.
- (ix) System configuration and specifications (e.g. construction plans, module support structure and module mounting, power inverters/transformers and junction boxes, component selection and coordination, power system parameters, grounding and lightning protection concept, compliance with electrical safety regulations, compliance with relevant standards)
- (x) Planned monitoring technology/remote monitoring.
- (xi) Recommendation on type of power plant (grid connected) including details of interconnection with the existing electrical connections and loads. Details of the Energy metering and technology for net metering. . Statements concerning captive consumption/grid connection situation (e.g. necessary expansion of the networks, routes of cable lines/lines)
- (xii) The consultant shall provide cost estimates for the remote monitoring system (SCADA)system, if proposed. Cost details for the Plant Operation and Maintenance and Sparemanagement shall be included in the feasibility report. The Cost estimates shall include all thetaxes and duties as applicable for the solar systems. Cash flow analysis/ financial analysis of the Solar System shall be carried out and incorporated in the report.

32.2 Recommendation of the project implementation schedules indicating detailed plan including the release of RFQ to vendor up-to the final commissioning of the system for each location. Recommended methodology for implementation of each system (i.e. EPC, BOOT, or any other method).

32.3 Proposed performance test and acceptance procedures and criteria that determine also the extent of the acceptance tests.

32.4 Tender Preparation and Evaluation of Bids

After completion of the feasibility report, the consultant shall prepare the complete Bid Document covering technical specifications, commercial terms and conditions and other bid formats and documents including draft contract agreement etc. RFQ Document for design, manufacture, Supply, Erection, Testing & Commissioning , completion of solar power project and subsequent O&M of solar power project covering all technical requirements for overall design, components, vendor/subcontractor selection, performance assessment protocol, compliances of various rules and regulations etc. Floating of tender for the site identified/ assessed. The Consultant shall develop the Bid Document based on best industry practices, latest technical developments, prevailing market situation and, their experience with other projects. The work for execution of the Solar Projects shall be awarded through tendering process by BAIF.

Technical Part of the Bid Document shall cover

- i) Bid Document shall cover complete scope of work, exclusions and Terminal Points in detail. All technical specifications and Requirements shall be clearly defined including the Design standards, engineering works required to be carried out by the vendors. Mechanical, structural, Civil design criteria shall be included.
- ii) All technical requirements/specifications related to the solar equipment to be supplied by the EPC contractor shall be defined.
- iii) Requirements related to the inspection at manufacturer's works/sites, packing and dispatch shall be covered.
- iv) All requirements regarding Quality, QA/QC shall be covered.
- v) Design drawing requirements and other documents to be prepared by the EPC contractor shall be included in the specifications.
- vi) Solar plant layout and related details shall be defined in the tender documents.
- vii) Statutory, safety and environment related requirements shall be covered in the specifications.
- viii) Warrantee and Guarantee requirements shall be defined in the specifications.
- ix) Plant performance and acceptance testing and handing over details shall be defined in the technical part of the tender.

Commercial Part

- i) All Commercial Terms and Conditions of the contract shall be included under commercial part of the tender document. Type of contracting, Obligations of the Owner and EPC contractor shall be defined in this section.
- ii) All requirements related to the warrantee and the system performance Guarantees shall be covered under commercial part.
- iii) Requirements related to Price, Payment terms and other details like taxes and duties etc. shall also be covered.
- iv) Bidder Prequalification and bid evaluation criteria, LD, penalties and other contractual conditions including bank guarantees/securities etc. shall be addressed to in the specifications.
- v) All other general terms and conditions of the contract.

General Bid Details

- i) Instructions to Bidders (ITB), Bid program and details.
- ii) Forms and Formats including formats to be filled/submitted by Bidders and other formats to be followed during execution of the contract.
- iii) Any other information as required. Consultant shall coordinate with BAIF on the Bid format and requirements to be covered in detail.

32.5 Project Management Consultancy (PMC)

The Scope of Job also includes overall Project Management Comprising Management of Supply/Construction, Quality Management, Site(s) supervision, overall supervision of Engineering Procurement & Construction (EPC) Project execution including review & approval of all documents

submitted by the EPC Contract, Commissioning, Completion and stabilization of the project(s) as per the time-lines mentioned in the Tender. The Scope of consultant includes but not limited to the following:

- i) To Review and verify of all the documentation, design and drawings of the EPC contractor including Solar field, Electrical system, structural, civil, Communications & Information system, layout drawing, component drawing etc. All the drawings furnished by the EPC contractor including master list of drawings of construction, project site layout, equipment layout will be reviewed by the consultant
- ii) Coordinate for the design and engineering of all project facilities and clearly define contractor's scope of work to eliminate any subsequent change order.
- iii) Preparation of schedule through the contractor in time bound manner for executing the plan.
- iv) Risk Management: The PMC should identify and evaluate the design and execution risks at different stages, recommend and implement appropriate risk mitigation measures. These are to be reflected in monthly progress reports, review meetings and through other appropriate communications.
- v) Coordination with vendors/contractors relating to the quality/timely procurement of items and execution of the work and certify quality of the equipment supplied by the vendor.
- vi) Provide timely inputs in terms of materials and drawings to the contractors for carrying out the projected related activities.
- vii) Inspection of all major items/ equipment procured by Contractor.
- viii) Supervision, inspection, planning and expediting of the works in order to ensure completion of contracts in conformity with plans, specifications/drawings and approved schedule.
- ix) Ensure proper measurement, checking and certification of Supplies and Works.
- x) Submission of Project Completion Report to BAIF after successful execution of the project at each site.

32.6 The Consultant for the said work will have to give detailed presentation before the committee of experts as appointed by BAIF after completion of the feasibility study as and when directed by BAIF. The venue of presentation will be BAIF Offices at respective locations.

32.7 The duties and functions mentioned above are only indicative and not exhaustive. Any other services usually and normally rendered by the Consultant for the said work may also be provided as per need of BAIF.

Annexure-1

BIDDER INFORMATION

Dated: _____

S. No.	Particulars/Details	
(i)	Name of the Bidders/ Firm	
(ii)	Communication Address	
(iii)	Telephone No. Office	
	Mobile	
	Fax	
	E-Mail	
	Website	
(iv)	Authorized Person - Name	
	Designation	
	Mobile	
	E-Mail ID	
(v)	Alternate Authorised Person - Name	
	Designation	
	Mobile	
	E-Mail ID	
(vi)	PAN	
(vii)	TIN No.	
(viii)	GST No.	
(ix)	Beneficiary Bank Details	
	Bank Account No	
	IFSC/NEFT Code	
	Name of Bank	
	Address of Branch	
(x)	Particular of Earnest Money Deposit (EMD)	
	Amount	₹
	(DD/PO) No.	
	Date	
	Name of the Bank	
	Address of Bank	
(xi)	Furnish the names with address & telephone nos. of three responsible persons who will be in a position to certify about the services/quality as well as the past performance of your organization.	
(xii)	Attached Detailed Company/Firm Profile	

Date:
Place:

Signature of authorized person
Full Name & Designation:
Company's Seal

Annexure-2

A. Details of Work Experience: Provided Consultancy/Monitoring/Execution of work during the last 05 years.

Ser. No.	Name & Address of the client, Concerned Person and contact/ Mobile No	Name & Location of work	Type of Building/ Premises where Solar Power Projects Executed	Value of Work (In lakh)	Contract Period (from_ to ___)	Completion/ Performance Certificate enclosed 'Yes' or 'No'	Any other information you would like to give
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)

(Fill up the above table & Enclose legible copies of the supporting documents)

B. Details of Technical and skilled manpower

Ser. No.	Name and Designation	Qualification	Experience	Any Other Information
(i)	(ii)	(iii)	(iv)	(v)

C. Financial Capability: Average Annual Turn Over of the bidder during the last 3 years

Ser. No.	Financial Year	Turnover (₹ in lakh)
(i)	2019-20	
(ii)	2020-21	
(iii)	2021-22	
	Average	

(Fill up the above table and Enclose copy of Turn over certificates/profit/loss statement certified by any Chartered Accountant.)

Date:
Place:

Signature of authorized person
Full Name & Designation:
Company's Seal

Annexure: 3

DECLARATION

(TO BE TYPED ON A LETTER HEAD OF THE COMPANY/ FIRM)

Dated: _____, 2022

BAIF DEVELOPMENT RESEARCH FOUNDATION
Dr. Manibhai Desai Nagar, Warje, Pune – 411 058
Tel :020 25231661

Re: Appointment of Consultant for providing Solar Consultancy Services for development of Photovoltaic Solar Power Plant/Grid Connected SPV Rooftop Power Projects for various campuses of BAIF.

Dear Sir,

This is with reference to your Tender No. BAIF/Infra/Tender/2022-23 Dated: 25.08.2022
on the above subject that:

- (i) We have carefully read and understood all the terms and conditions of the tender and hereby convey our acceptance to the same.
- (ii) The information / documents furnished along with the above offer are true and authentic to the best of my knowledge and belief. We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.
- (iii) We have apprised our self fully about the job to be done during the currency of the period of agreement and also acknowledge to bear consequences to of nonperformance or deficiencies in the services on our part.
- (iv) We have no objection, if enquiries are made about the work listed by us.
- (v) We have not been blacklisted by BAIF or any other organization where we have worked. Further, if any of the partners/directors of the organization /firm is blacklisted or having any criminal case against them, our bid shall not be considered. At any later point of time, if this information is found to be false, BAIF may terminate the assigned contract immediately.
- (vi) We have not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude.
- (vii) We agree that the decision of BAIF in selection of Bidders will be final and binding to us.

Date:
Place:

Signature of authorized person
(Full Name & Designation)
Company's Seal

Annexure-4

TENDER FORM

(TO BE TYPED ON A LETTER HEAD OF THE COMPANY/ FIRM)

Dated: _____, 2022

BAIF DEVELOPMENT RESEARCH FOUNDATION
Dr. Manibhai Desai Nagar, Warje, Pune – 411 058
Tel :020 25231661

Re: Appointment of Consultant for providing Solar Consultancy Services for development of Photovoltaic Solar Power Plant/Grid Connected SPV Rooftop Power Projects for various locations of BAIF.

Dear Sir,

This is with reference to your Tender No. BAIF/Infra/Tender/2022-23 Dated: 25.08.2022 on the above subject. After reading above documents, Amendments/ Clarifications/ Corrigenda/Errata/etc issued in respect of tender document by BAIF, your requirement, scope of work, site inspection and after discussions, we have understood them fully and we accept all the terms and conditions mentioned therein.

We are also enclosing duly stamped and signed copy of the above form along with annexures as token of acceptance of the terms indicated therein.

Name & Address of the Bidders : _____

Contact numbers of the key person : _____

Official email id : _____

Signature of Authorized Signatory : _____
with date and seal

Annexure-5

Details of Proprietor/Partners/Directors

S. No.	Name	Designation	Qualification	Any other information
(i)	(ii)	(iii)	(iv)	(v)

(Name, Signature, Seal of the agency/firm with date)

Annexure-6

List of key personnel permanently employed in your firm

S. No.	Name and Designation	Qualification	Experience	Particulars of Work Done	Employed in Your Firm Since	Any Other Information
1	2	3	4	5	6	7

(Name, Signature, Seal of the agency/firm with date)

Annexure-7

List of Associates

S. No.	Name and address of the Associate	Specify the field (area of operation)	Experience	Associated in the project (give name of work)	Any other information
1	2	3	4	5	6

(Name, Signature, Seal of the agency/firm with date)

Annexure-8

Details of Empanelment, if any (with Govt. Organization/PSUs/Banks etc.) with proof

S. No.	Name and address of the Organization and Contact No. of concerned official	Nature of Works	Value of Works	Date of Registration	Any other information
1	2	3	4	5	6

(Name, Signature, Seal of the agency/firm with date)

Annexure-9

Details of Major Clients

S. No.	Name and address of the Organization	Name of the concerned official	Contact no.	Give nature of work carried out	Any other information
1	2	3	4	5	7

(Name, Signature, Seal of the agency/firm with date)

Through Speed Post/By Hand

(In Duplicate)

No. BAIF/Infra/Tender/2022-23 Dated: 25.08.2022

Dated: _____

To

M/s

Kind Attn.: _____

Dear Sir,

Re: Appointment of Consultant at BAIF-Pune for providing Solar Consultancy Services for development of Photovoltaic Solar Power /Grid Connected SPV Rooftop Power Projects for various locations of BAIF:
LOI/Work Order

This has reference to the following:-

- a) Invitation of bids, NIT/ Tender No. BAIF/Infra/Tender/2022-23 Dated: 25.08.2022
- b) Tender Document on the above subject.
- c) Your bid reference No. _____ dated _____
- d) BAIF e-mail dated _____, in response your e-mail dated _____.

2. In this connection, we are pleased to award the work of "Consultant at BAIF –Pune" for providing Solar Consultancy Services for development of Photovoltaic Solar Power /Grid Connected SPV Rooftop Power Projects for various locations of BAIF at a consultancy fees of -----
----- % of the Project cost (plus applicable taxes).

3. The scope of work, payment terms, terms and conditions as per the tender, corrigendum's/addendums, various declarations submitted as part of the bid, as more specifically defined in the tender, will form a part of the contract.

4. Before starting the job, the consultant shall discuss with BAIF officials and submit schedule of work in advance.

5. The appointed consultant has to complete the feasibility study and submit the report within 45 days from the date of LOI/Work Order.

6. The Consultant is required to execute an agreement as per the prescribed proforma with BAIF within 15 days after the acceptance of the Letter of Intent/Work Order. The Consultant shall pay for all stamps duty and legal charges, incidental expenses, if any.

7. During the period of the above said contract, in case the services are found to be un-satisfactory or breach of any terms & conditions is observed at any time, B A I F may terminate the aforesaid contract as per the terms of the tender document and your company will be disqualified from participation in future tenders/bids of BAIF.

8. Other terms and conditions as per tender document No. BAIF/Infra/Tender/2022-23 Dated: 25.08.2022 shall also be applicable.

9. Please return the duplicate copy of this letter duly signed by your authorized signatory as a token of your unconditional acceptance.

Yours faithfully,

(_____)
General Manager

CONTRACT AGREEMENT

This agreement made this day of, 2022 between **BAIF Development Research Foundation** A Public Charitable Trust registered under the Bombay Public Trust Act, 1950 bearing Registration No.E-376 having its registered office at : Dr. Manibhai Desai Nagar, National Highway No.4 Warje, Pune 411 058 hereinafter referred to as "**BAIF**" (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the **ONE PART**.

AND

_____ (Address) hereinafter referred as "**The Consultant**" (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the **SECOND PART**.

WHEREAS

- A. BAIF is desirous of appointing the Consultant for "providing Solar Consultancy Services for development of Photovoltaic Solar Power /Grid Connected SPV Rooftop Power Projects for various locations of BAIF.
- B. The Consultant has represented that it is sufficiently equipped to carry out the Consultancy and possess extensive experience in the field in accordance with the terms and conditions prescribed in this Agreement;
- C. In response to an invitation of tender (under two bids system) vide tender no. No. BAIF/Infra/Tender/2022-23 Dated: 25.08.2022 issued by BAIF for providing consultancy for the said work, the Consultant submitted offer dated _____ and whereas BAIF relying upon the representation of the Consultant who has accepted the offer to work as Consultant on the terms and conditions specified in the tender document. IFCI has awarded the contract to _____ on _____ the terms & conditions contained in its LOI/Work Order No. _____ dated _____ and also the terms and conditions laid down in the tender document.
- D. The tender document including the tender document, terms & Conditions, Scope of Works, Annexures, Time schedule of completion of jobs, Acceptance of Letter of Intent and any statement of agreed variations, if any, form part of this Contract though separately set out herein and are included in the expression "**the Contract**" wherever herein used.

NOW THEREFORE, THIS AGREEMENT WITNESS AS FOLLOWS:

- 1. That the work shall be completed in accordance with tender document and agreed as per LOI/Work Order dated _____.
- 2. That the Consultant shall successfully carry out Solar Consultancy Services for development of Photovoltaic Solar Power /Grid Connected SPV Rooftop Power Projects Work as more particularly described in the tender document read with scope of work, terms and conditions and various declarations submitted as part of bid by the Consultant which form a part of the Contract.
- 3. That in consideration of payments to be made to the Consultant by BAIF in accordance with LOI/Work Order dated: _____ given by BAIF prior to this agreement as per the detail
Given Below:

Payment Terms: The professional fees* shall be paid as under

- (i) 40% of the consultancy fee shall be released upon submission of the Feasibility Report for each location on pro-rata basis.
- (ii) 20% of the consultancy fee shall be released upon submission of RFQ specifications/DPR (Technical and Commercial part) and BOQ for EPC on pro-rata basis
- (iii) 20% of the consultancy fee shall be released after successful installation of complete solar power project at the concerned location.
- (iv) 20% of the consultancy fee shall be released upon handing over of the complete job and submission of final report to the satisfaction of IFCI for the concerned site.

**The successful completion of the job means that the entire job has been completed to the satisfaction of BAIF, and repair/ maintenance/ changes/modifications, if any, have been carried out by the selected contractor

The Consultant hereby covenants and undertakes with BAIF that the consultant shall carry out the work in conformity, in all respects with the terms and conditions specified in this Agreement and the documents submitted by it, in all respect.

- 4. That the Consultant shall be deemed to have carefully examined the work as specified in the tender document, this agreement and the document submitted/governing the same and also to have satisfied itself as to the nature and character of the work to be supervised by it.
- 5. That the Consultant shall carryout the services of the said work to the satisfaction of BAIF and as stipulated for in the scope of work entailed in the LOI/Tender Document.
- 6. That BAIF shall deduct income tax or such other taxes, rates, penalties, claims payable under the Income Tax act 1961 or any other law enforced from time to time.
- 7. That it is hereby agreed by and between the parties that non-exercise, forbearance or omission to exercise any of the powers conferred on BAIF and/ or any of its authorities will not, in any manner, constitute waiver of the conditions hereto contained in these presents and the liability of the Consultant with respect to compensation payable to BAIF or Consultant's obligations shall remain unaffected by the above.
- 8. That all documents signed/submitted/agreed upon by the Consultant specified in the scope of work, terms and conditions as per tender document, various declarations submitted as part of the bid form a part of this Contract and are to be read mutatis mutandis to this Contract.
- 9. The Consultant shall at all times be solely responsible and/or liable to issue and maintain adequate insurance for the life and safety of its employees/staff and shall ensure that the said insurance policies do not lapse.
- 10. The Consultant hereby agrees that it, shall not assign or transfer or sub-contract this Agreement or part thereof to any third party under any circumstances.
- 11. Notwithstanding anything contained herein above, BAIF shall have the right to terminate this Contract at any time during its currency by giving Seven (7) days' notice to the Consultant without assigning any reason and BAIF shall be entitled to recover any money due under this Agreement from the Consultant.
- 12. Any dispute or difference of any nature whatsoever regarding any right, liability, act, omission of either of parties hereto arising out of or in relation to this agreement or any matter incidental thereto shall be referred to the arbitration of a single arbitration as per the provisions of the Arbitration & Conciliation Act, 1996. The Arbitrator shall be appointed by the President of BAIF and the parties shall bear the costs of such arbitration in equal shares. Such arbitration shall be held at Pune and the courts at Pune alone shall have the jurisdiction to deal with the arbitration proceedings and the awards in accordance with law.



In witness hereof, the parties hereto have respectively set their signatures in the presence of:

Signed by: _____ Signed by: _____

For and on behalf of the Contractor or by an authorized person or holding a valid Power of Attorney in the presence of

For and on behalf IFCI Ltd. in the presence of _____

1.
Witness: _____

Witness: _____

Name: _____

Name: _____

Address: _____

Address: _____

Date: _____

Date: _____

2.
Witness: _____

Witness: _____

Name: _____

Name: _____

Address: _____

Address: _____

Date: _____

Date: _____

Annexure-12

Financial Bid

Dated: ____, 2022

BAIF DEVELOPMENT RESEARCH FOUNDATION
Dr. Manibhai Desai Nagar, Warje, Pune – 411 058
Tel :020 25231661

Re: Appointment of Consultant for providing Solar Consultancy Services for development of Photovoltaic Solar Power Plant/Grid Connected SPV Rooftop Power Projects for various locations of BAIF

Dear Sir,

This is with reference to your Tender No. BAIF/Infra/Tender/2022-23 Dated: 25.08.2022 on the above subject. After reading above documents, Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of tender document by BAIF, your requirement, scope of work, site inspection and after discussions, we have understood them fully and we accept all the terms and conditions mentioned therein. We quote our office-wise consultancy charges/ professional fee as under:

Ser. No.	Location of Property	Site-Wise Consultancy Fee (in %)
(i)	BAIF DEVELOPMENT RESEARCH FOUNDATION, Dr. Manibhai Desai Nagar, Warje, Pune – 411 058. Tel :020 25231661 ..Plant capacity approx. 100 kWp	-----% of the project cost
(ii)	BAIF central Research Station (CRS) , Urulikanchan, Tal- Haveli, Dist-Pune, 412202 Tel: +91-8668511570,9307178598---..Plant capacity approx. 100 kWp	-----% of the project cost

The fees quoted by us is inclusive of all other charges and incidental expenses for the sites visit, monitoring of work during execution and submission of final report on completion of the project (s) etc. However, tax(s) as applicable, is to be payable extra by BAIF on the fees payable to us.

Note: Evaluation of financial bids shall be based on total fee quoted by the bidder.

We are also enclosing duly stamped and signed copy of the above letter along with annexures as token of acceptance of the terms indicated therein.

Name & Address of the Bidders : _____

Contact numbers of the key person : _____

Official email id : _____

Signature of Authorized Signatory with date and seal : _____