

REQUEST FOR PROPOSAL

FOR THE WORK

"ESTABLISHMENT OF GRID INTERACTIVE SOLAR POWER PLANT OF CAPACITY 20 MW ON DBOOT BASIS"

FOR

JAIPUR MUNICIPAL CORPORATION



JAIPUR MUNICIPAL CORPORATION

Pandit Deendayal Upadhyay Bhawan,

Lal Kothi, Tonk Road Jaipur- 302015 (Raj) India

Website: www.jaipurmc.org

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JAIPUR MUNICIPAL CORPORATION

(JMC)

Request for Proposal Document for

ESTABLISHMENT OF SOLAR POWER PLANT OF CAPACITY 20 MW

ON DBOOT BASIS

Price of Document:

This document shall be issued on payment of **Rs. 10,000+ Postage Charges** (Rupees Ten Thousand Only + Postage Charges) non-refundable by way of Demand Draft in favor of Commissioner, Jaipur Municipal Corporation, payable at Jaipur.

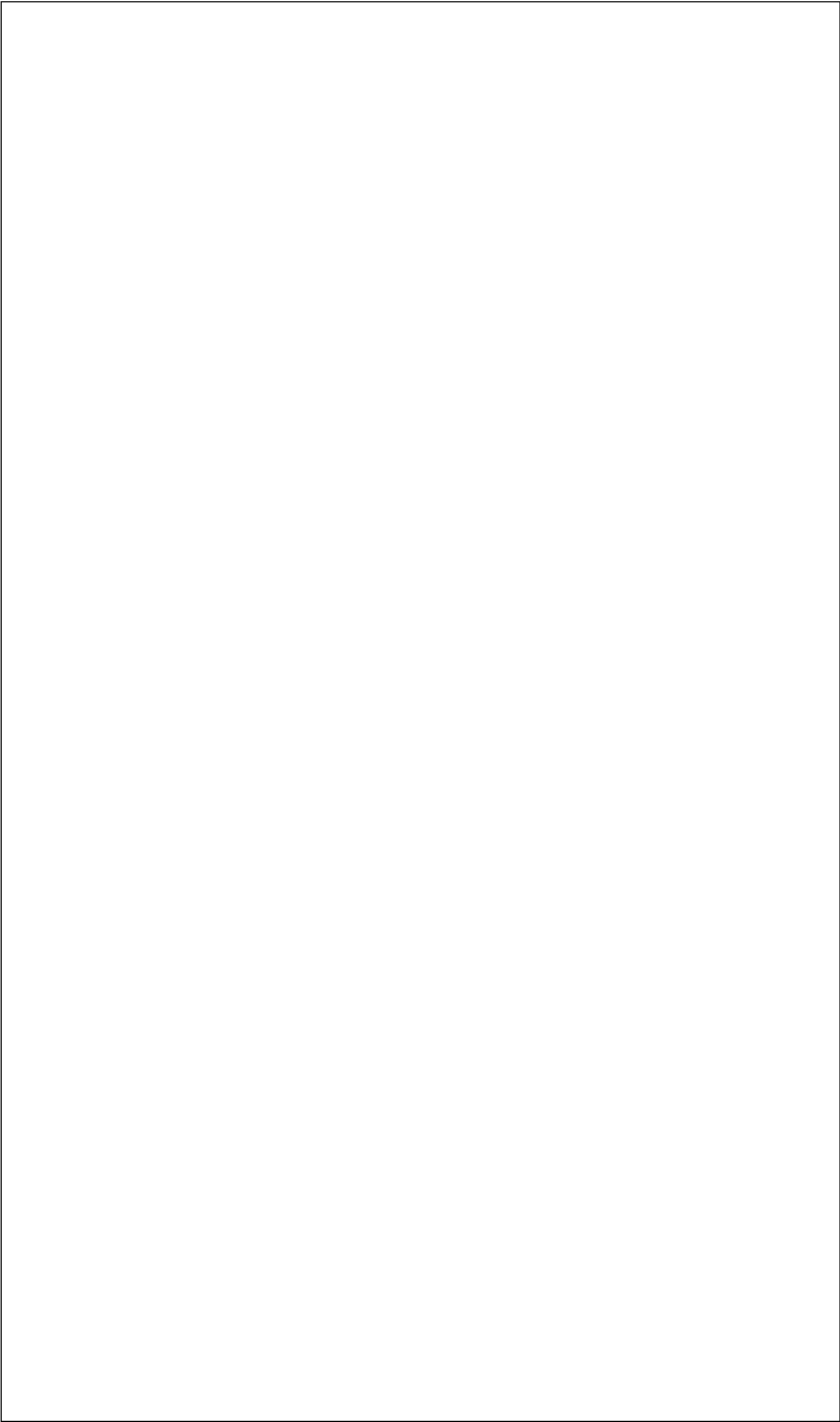
Date of Issue:

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RFP Document issued to M/S:

This document is non- transferable.

Chief Executive Officer Jaipur
Municipal Corporation



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SECTION - I

NIT

JAIPUR MUNICIPAL CORPORATION

Pandit Deendayal Upadhyay Bhawan, Lal Kothi, Tonk Road Jaipur- 302015 (Raj) India

No. :-

Date :-

REQUEST FOR PROPOSAL (RFP)

Global Tender

Sealed RFPs are invited on behalf of Jaipur Municipal Corporation under Three Envelop Post Qualification method (Envelop A–Earnest money plus receipt / DD as proof of deposit of RFP cost ,Envelop B-Technical Bid, Envelop C- Financial Bid) from the eligible indigenous /global firms fulfilling eligibility criteria as described in "Technical Bid" of RFP Document for **ESTABLISHMENT OF GRID INTERACTIVE SOLAR PHOTOVOLTAIC POWER PLANT OF CAPACITY 20 MW ON DBOOT BASIS**. The interested solar technology providers/firms are invited to bid, to Design, Finance, Build, Own, Operate and Maintain the solar power plant on DBOOT basis.

RFP Inviting authority	Jaipur Municipal Corporation, Jaipur
Name of the Work	ESTABLISHMENT OF GRID INTERACTIVE SOLAR PHOTOVOLTAIC POWER PLANT OF CAPACITY 20 MW ON DBOOT BASIS
RFP Document Cost	Rs. 10,000+ Postage Charges
Last date and time of sale of RFP Document	15.12.2010 upto 15:00 IST
Date and time of pre bid meeting	22.12.2010 at 15:00 IST
Date and time of receipt of RFP Document	30.12.2010 upto 15:00 IST
Date and time of opening of RFP Document	30.12.2010 upto 16:00 IST

1. RFP Documents can be obtained from Citizen Help Line Centre located at Head Office of Jaipur Municipal Corporation on all working day (s) during office hours from **10:00 IST to 15:00 IST** after depositing the requisite RFP document Fee (Through Cash or Demand Draft in favor of Commissioner, Jaipur Municipal Corporation Payable at Jaipur). Or it can be downloaded from www.jaipurmc.org. If RFP is downloaded DD of Rs. 10,000.00 must be enclosed in envelope "A" while submission of bid. Postage charges for obtaining the RFP through post are Rs. 500.00 within India and Rs. 3000.00 abroad. Jaipur Municipal Corporation shall not be responsible for any postal delay / loss/ non receipt of RFP document sent by post.
2. The request for RFP document in person will be entertained up to 15:00 IST. on last date of issue of RFP document. The postal dispatch of RFP document need request 07 days prior to last date of issue.
3. Completed RFP documents shall be received in person up to 15:00 IST on Last date of receipt of completed RFP document. However, in case completed RFP document is sent by post, dead line shall be 17:00 IST one day prior to last date of receipt of completed RFP document.
4. Sale of blank RFP document shall be started 15 days prior to last date of issue of blank RFP document.
5. Jaipur Municipal Corporation reserves the right to cancel all or any bid without assigning any reason thereof.
6. Interested Bidders may obtain further information from the office of Superintending Engineer on Tel. No. 091 141-5101968 or Executive Engineer (Projects) & T.A. to C.E. room no. s.w. 202, Jaipur Municipal Corporation.
7. The Financial Bid (Envelop "C") shall be opened on date & time, for which separate communication will follow to the bidders qualified in technical bid.

Chief Executive Officer
Jaipur Municipal Corporation, Jaipur

SECTION - II
INFORMATION TO BIDDERS

1. (a) DISCLAIMER

- 1 Though adequate care has been taken in the preparation of this Request for Proposal (RFP) Document, the Bidder should satisfy himself that the Document is complete in all respects. Any discrepancy, inconsistency or material deficiency, if any, noticed by the prospective bidder shall be brought forward to the below mentioned office immediately:-

Office:

Superintending Engineer

Jaipur Municipal Corporation

Pandit Deendayal Upadhyay Bhawan

Lal Kothi, Tonk Road,

Jaipur-302 014 (Rajasthan)

Incase no intimation/query/suggestion (s) are received by this office before the date of Pre-bid Conference, it shall be deemed that the RFP document is complete in all respects and the bidder (s) is/ are satisfied with the terms and conditions contained in the RFP Document and no queries and deviations from the RFP clauses on any grounds whatsoever in nature shall be accepted/entertained at the later stage.

- 2 The information (s)/ data contained in the RFP document are indicative and only facilitative to the bidders to participate in the bid process. Neither JMC, nor their employees or consultants make any representation or warranty as to the accuracy, reliability or completeness of the information contained in this RFP. Each prospective Bidder shall conduct his own investigations and analysis and check the accuracy, reliability and completeness of the information in this RFP. The bidder shall obtain independent advice from appropriate sources of his belief and faith before arriving at the reasonable and logical conclusion and decision.
- 3 Neither JMC nor their employees or consultants will have any liability to any prospective Bidder or any other person under the Law of Contract, Law of Tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damages which may arise from or be incurred or suffered in connection with anything contained in this RFP. The JMC also disowns any responsibility/ liability towards the bidders in any matter deemed to form part of this RFP, the award of the Project, the project information and any other information supplied by or on behalf of JMC or their employees, any consultants or otherwise arising in any way from the selection process for the Project.

- 4 JMC reserves the right to reject any or all of the proposals submitted in response to this RFP at any stage without assigning any reason (s) whatsoever.
- 5 JMC reserves the right to change any or all of the provisions of this RFP prior to the Proposal Due Date through issue of suitable addendum. Such changes would be intimated to all the parties procuring this RFP.
- 6 JMC reserves the right to change, modify, add to or alter the Selection Process/criteria including inclusion of additional evaluation criteria for further short-listing of Bidders at a later stage, which in no event shall be later than the Proposal Due Date. Any change in the selection process shall be intimated to all concerned parties.
- 7 All the changes/ modifications made in the RFP document shall be made through issue of suitable addendums and the addendums shall form part of the RFP document.

1(b) Definition/ abbreviation

1. The abbreviations and the words used within the RFP shall mean as follows otherwise and unless specifically stated.

SI No	Abbreviation/ Word	Definition
01	JMC / Client	Jaipur Municipal Corporation
02	RFP	Request for Proposal
03	Gol	Government of India or any of its department
04	GoR	Government of Rajasthan or any of its department
05	JVVNL	Jaipur Vidyut Vitran Nigam Limited.
06	Tender	Means the RFP floated for the project.
07	MW	Mega Watt (The standard unit of power)
08	O&M	Operation and Maintenance
09	CPCB	Central Pollution Control Board
10	RPCB	Rajasthan Pollution Control Board
11	Power unit generated by Solar Power Plant	Power unit generated means Power units actually fed in JVVNL power grid.
12	IIT	Indian Institute of Technology

2. INTRODUCTION:

Jaipur Municipal Corporation under its social responsibilities executes/ propose to execute functions like installation and Operation & Maintenance of Street Lights, Sewage treatment Plants, Processing Plant for Solid Waste

Management, Bio-Medical Waste Treatment Plant , Slaughter House, Gaushala etc apart from maintenance of its regular offices and discharge of civic functions. The power consumption of JMC is approximately 3 million units per month and thus computes 36 million units per annum.

The present power requirement is met from the supply grids of Jaipur Vidyut Vitran Nigam Limited (JVVNL). The Government has set the priority area and the installation of non conventional and non renewable energy resources. In pursuance of the government policy JMC has taken a policy decision to install the solar power plant in its territorial jurisdiction. It is felt that the power requirement of the corporation can be met with **20 MW grid interactive solar power plant**.

It is proposed that this power generated through the proposed plant can be supplied to JVVNL and can be drawn at different points of utilization as per the requirement. Thus JMC will be neither selling nor purchasing power and power generated from proposed plant, in fact, the power shall be utilized for 'captive use'. JMC, in this way shall assist to increase power generation capacity of state. The equivalent quantum of saved power can be utilized for other good purpose(s) in the state where power is a precious resource. Moreover solar power is best quality environment friendly green power.

In accordance with above, Jaipur Municipal Corporation proposes to implement project for "**ESTABLISHMENT OF GRID INTERACTIVE GRID INTERACTIVE SOLAR PHOTOVOLTAIC POWER PLANT OF CAPACITY 20 MW ON DBOOT BASIS**".

The interested firms engaged in the field of solar power generation are invited to bid by submitting their Technical Proposal and Financial Proposal, as specified in the Data Sheet (the Proposal) for the work. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected bidder (award of contract).

The Bidder (s) must familiarize himself/themselves with local conditions of the site; Langariawas located within municipal limits of Jaipur and belongs to Jaipur Municipal Corporation. The site map is enclosed as Annexure-1

3. CLARIFICATION AND AMENDMENT OF RFP DOCUMENT:

Bidders may request a clarification of any of the item contained in this RFP document up to the date of pre bid meeting. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited Bidders who intend to submit proposals.

At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited Bidder, modify the RFP documents by amendment. Any amendment shall be issued in writing through addendum. The Addendum shall be sent by mail, cable, telex, facsimile, or electronic mail to all prospective Bidders (who purchased the RFP). The addendum is also downloadable from JMC website. The addendum shall form part of RFP and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

4. PREPARATION OF PROPOSAL:

Bidders are requested to submit a Proposal written in the English language. The bid completed in any other language than English shall be summarily rejected. The bilingual bids where one language is English can be accepted at the direction of the JMC. In case of any ambiguity in the expression of two languages the English version shall prevail.

Technical Proposal

While preparing the Technical Proposal, Bidders are expected to examine the documents and information of this RFP in detail. The bidders are to provide the comprehensive information sought in data sheet; any material deficiencies in compiling the technical proposal and providing information requested, may result in rejection of a Proposal.

The Technical Proposal should provide the following information using the attached Standard Forms (Section II):

- i) A brief description of the Bidder's organization and financials, and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and Bidder's involvement.
- ii) A description of the methodology and work plan with CPM and PERT chart for performing the assignment (Section 3C).
- iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3D)
- iv) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3E). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years. (Sections 3E)

- v) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3F).
- vi) Any additional information requested in the Data Sheet.
- vii) A statement, duly signed by the Authorized Signatory of the Bidder, affirming that all the Experiences cited/Qualifications mentioned/ Statements made, in the Proposal are correct.(Section 3 G).
- viii) Documentary proof issued by competent authority should be submitted for any Experiences cited/Qualifications mentioned/Statements made, in the Proposal. (indicate page number at which the supporting document is annexed)
- ix) Submit Bid Security (Section 3 H).

The Technical Proposal shall not include any financial information.

Financial Proposal

In preparing the Financial Proposal, Bidders are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section IV).

The bidder who quotes the minimum concession period shall be the L-1 (lowest).

The Financial proposals (Financial Bid) shall remain valid for **180 days** from the submission date. During this period, the Bidder is expected to keep available the key professional staff proposed for the work. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Bidders who do not agree have the right not to extend the validity of their proposals.

1. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS:

The original Proposal (Technical Proposal and Financial Proposal) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be signed with seal by the person or persons who sign(s) the Proposals.

An authorized representative of the Bidder must initial all pages of the Proposal. **The representative's authorization must be confirmed by a written power of attorney accompanying the Proposal.**

For each Proposal, the Bidder should prepare the number of copies as indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, **the original shall prevail.**

The original and all copies of the Technical Proposal shall be placed in a sealed envelope (Envelop B) clearly marked "Technical Proposal". The original Financial Proposal along with its all copies shall be placed in a sealed envelope (Envelop C) clearly marked "Financial Proposal". The envelop containing the financial proposal shall be marked as **Financial Proposal** and also **super scribed: "Do Not Open with Technical Proposal."** The bid security / EMD shall be sealed in a separate envelop (Envelop A). All these envelopes shall be placed into a cover envelope and sealed. This cover envelope shall bear the complete address and other information as indicated in the Data Sheet and clearly marked, **"DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."**

The completed Technical and Financial Proposal must be delivered at the client address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time appointed for submission of these proposals shall be not be accepted.

On due date & time of opening of proposals, first envelope containing EMD & RFP cost (either receipt of deposit or DD of Rs.10000.00 in favor of JMC) shall be opened. Second envelope containing the Technical Proposal of the bidders whose Bid Security / EMD & RFP cost, have been found correct and complete, shall be opened immediately by the evaluation committee in the presence of the available bidders. The Financial Proposal shall remain sealed and deposited

with the Client .The financial proposal of those bidders who qualify Technical Bid, shall be opened on the date and time to be intimated by JMC.

2. PROPOSAL EVALUATION:

Evaluation of Technical Proposals

The evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal may be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Opening and Evaluation of Financial Proposals; Ranking

After the evaluation of Technical Proposal is completed, the Client shall notify the Bidders that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

The Financial Proposals shall be opened in the presence of the Bidders' representatives who choose to attend. The name of the Bidder, the technical score obtained, and the proposed concession period shall be read aloud and recorded when the Financial Proposals are opened.

The evaluation committee will determine whether the Financial Proposals are complete and in accordance with RFP. Only those proposals which are complete shall be taken into consideration.

The Client will select the bid with **lowest concession period**. The selected Bidder may be invited for negotiations.

3. NEGOTIATIONS:

Negotiations may be carried out with the L-1 and held at the address indicated in the Data Sheet. The aim is to reach at an agreement on all points and prepare a ground to sign a contract deed.

4. AWARD OF CONTRACT:

The contract will be awarded following negotiations (if required). The Bidder is expected to commence the work at the project site on the date specified in the contract agreement.

5. CONFIDENTIALITY:

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process, until the selected firm has been notified that it has been awarded the contract.

6. EMD :

Earnest money deposit or bid security shall be 640 Lacs which can be deposited in the form of Demand Draft payable to Commissioner, JMC Or Bank Guarantee in favour of JMC valid up to 240 days.

7. General Clauses

- 7.1 JMC shall not bear any cost or reimburse to the bidder the costs of preparing the proposal and of negotiating the contract, including a visit to the Client and visit to the proposed project location, interaction with any department / individual shall not reimbursable as a direct cost of the work;
- 7.2 JMC is not bound to accept any of the Proposals (s) submitted by the bidder.
- 7.3 The JMC expects bidders shall provide professional, objective, and impartial advice and services at all times holding the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts of interest with other assignments or their own corporate interests.
- 7.4 Without limitation on the generality of this rule, Bidders shall not be awarded work under the circumstances set forth below:
 - 7.4.1 A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.
 - 7.4.2 Bidders or any of their affiliates shall not be hired for any assignment, which, by its nature, may be in conflict with another assignment of the Bidders.
- 7.5 It is JMC's policy to require that the Bidders observe the highest standard of ethics during the execution of contractual obligation . In pursuance of this policy, JMC defines, for the purposes of this provision, the terms set forth below as follows:
 - 7.5.1 "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of JMC, and includes collusive practices among Bidders (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive JMC of the benefits of free and open competition.
 - 7.5.2 "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - 7.5.3 JMC

- (a) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
 - (b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded JMC -financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOR-financed contract; and
 - (c) will have the right to require that, JMC to inspect Bidder's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by JMC.
- 7.6 The bidder shall obtain all the necessary permissions/ clearances for setting up of the proposed plant and its operation and maintenance from concerned department of GoI/GoR/JVVNL/CPCB/RPCB etc. The bidder shall also deposit all fee etc. Client shall assist the bidder by providing required document of authorization from JMC. All the liaisoning work and monetary expenses shall be borne by the bidder.
- 7.7 One Bidder one bid concept shall be strictly adhered to. One Firm can not have more than one joint venture and participate in the bidding process. The firm can be a bidder either in form of an individual entity or with a joint venture with any other firm.
- 7.8 In case of the Joint venture the notes of accounts forming part of balance sheet shall be assessed for all individual firms forming the JV and it is required that no adverse comments should exist, otherwise JMC may disqualify the bid of the JV.

7.9 Joint Venture

The proposals can be submitted by more than one company together by forming a Joint Venture Company. The maximum number of Joint Venture Partners should be 3 (Three). Lead Partner of the Joint Venture shall hold largest share and not less than 26% in the Joint Venture. No Joint Venture Partner shall hold less than 10% share in the Joint Venture Company. Further it may be noted that at any time during the period upto 29 years the combined equity of the said JV partners should not be less than 51%. A Joint Venture Agreement executed by the parties agreeing to work jointly for the assignment and stating that they would be responsible jointly and severally, duly signed by authorized signatories of the respective partners of the Joint Venture (JV) should be enclosed with the technical bid. The aforesaid agreement should clearly indicate the division of responsibility both in terms of resources and technical inputs. The aforesaid Agreement must be executed on a Rs. 100/- Stamp Paper. Documents/details must be furnished by each partner of the JV complete in all respects along with the proposal.. Other conditions shall be as follows:

1. The foreign company may also apply for the project in association with Indian Partner subject to the prevailing Indian Laws.
2. The information of each JV partner shall be provided at the time of submission of this Proposal.
3. Upon award of the project the JV partners must register as a Joint Venture Company.

4. The JV Agreement shall, inter alia:
- a. Convey the intent to form a Joint Venture Company with shareholding commitment(s) as stipulated in this document and carry out all the responsibilities, in case project is awarded to the Bidder.
 - b. Clearly outline the proposed roles and responsibilities of each partner
 - c. Commit the minimum equity stake as stipulated, and
 - d. Include a statement to the effect that all the JV Partners shall be liable jointly severally for the execution of the Project in accordance with the terms of RFP

Change in composition of Joint Venture

There shall be no change in the proposed JV structure after the submission of bid.

Further, the Agreement should indicate the participation of the JV partners in the following format:

Joint Venture	Participation	
	Role/Work Area	Equity Participation
1.		
2.		
3.		

DATA SHEET

Information to Bidders

Clause 1.1

The name of the Client: Jaipur Municipal Corporation (JMC).

The method of selection is: Least Cost Selection (LCS) determined by minimum concession period, following Technical Postqualification

Clause 1.2

Technical and a Financial Proposal are requested: **YES**

Name of the work:

"ESTABLISHMENT OF GRID INTERACTIVE GRID INTERACTIVE SOLAR PHOTOVOLTAIC POWER PLANT OF CAPACITY 20 MW ON DBOOT BASIS"

Background:

Jaipur Municipal Corporation under its social responsibilities executes/ propose to execute functions like installation and Operation & Maintenance of Street Lights, Sewage treatment Plants, Processing Plant for Solid Waste Management, Bio-Medical Waste Treatment Plant , Slaughter House, Gaushala etc apart from maintenance of its regular offices and discharge of civic functions. The power consumption of JMC is approximately 3 million units per month and thus computes 36 million units per annum.

The present power requirement is met from the supply grids of Jaipur Vidyut Vitran Nigam Limited (JVVNL). The Government has set the priority area and the installation of non conventional and non renewable energy resources. In pursuance of the government policy JMC has taken a policy decision to install the solar power plant in its territorial jurisdiction. It is felt that the power requirement of the corporation can be met with **20 MW grid interactive solar power plant**.

It is proposed that this power generated through the proposed plant can be supplied to JVVNL and can be drawn at different points of utilization as per the requirement. Thus JMC will be neither selling nor purchasing power and power generated from proposed plant, in fact, the



power shall be utilized for 'captive use'. JMC, in this way shall assist to increase power generation capacity of state. The equivalent quantum of saved power can be utilized for other good purpose(s) in the state where power is a precious resource. Moreover solar power is best quality environment friendly green power.

In accordance with above, Jaipur Municipal Corporation proposes to implement project for **"ESTABLISHMENT OF GRID INTERACTIVE GRID INTERACTIVE SOLAR PHOTOVOLTAIC POWER PLANT OF CAPACITY 20 MW ON DBOOT BASIS"**.

The interested Solar Technology providers/firms are invited to bid, to Design, Finance, Build, Operate, Maintain and transfer **20 MW grid interactive solar power plant which can generate minimum 36 million kwh units of solar power** per annum (decrease @ 0.80% per annum permitted with age)

Clause 1.3 :

The Technical Proposal would be evaluated applying the following evaluation criteria, sub criteria and point system:

The number of points to be given under each of the evaluation criteria is:

Sl.No.	Criteria	Points
(i)	Average annual turnover for last 5 years	30
(ii)	Specific experience of Bidder related to the work (explained below)	30
(iii)	Adequacy of the proposed work plan and methodology in responding to the TOR (explained below)	15
(iv)	Tie up with technology provider and resource mobilization capacity including qualifications and competence of the key professional staff for the work (explained below)	15
(v)	Suitability of the transfer of knowledge program (training); (explained below)	10
	Total Points	100

The minimum technical score required to qualify is : 60 Points

EVALUATION CRITERIA

(i) Average annual turnover for last 5 years – 30 points

1. The average annual turnover for last 5 years should not be less than 100 crore. To calculate amount at present price level ,the annual turnover amount should be multiplied by following factors:-

- a. 1.00 for year 2009-10**
- b. 1.10 for year 2008-09**
- c. 1.21 for year 2007-08**
- d. 1.33 for year 2006-07**
- e. 1.46 for year 2005-06**

The average of above shall be the average annual turnover for five years.

2. The bidder is required to submit:-

- a. Income tax clearance certificate**
- b. Solvency Certificate issued by the Banker/approved valuer**
- c. Audited balance sheet with notes on accounts certified by C.A.**

Calculation of Points

S.No.	Average annual turnover for five years (Rs. in crores)	Points
1	100-200	10
2	>200 <300	20
3	300 & above	30

Minimum average annual turnover for five years required is Rs. 100 Crore. The firms with average annual turnover for five years less than Rs. 100 crores and firms not



submitting documents required (as above) shall not be considered for evaluation and are disqualified. JMC may disqualify the prospective bidder based on the adverse comments on the notes of accounts forming part of balance sheet provided by the bidder.

(ii) Specific experience of Bidder related to the work(in last 10 Years)

– 30 points

Each of the following type of experiences will be considered for the score:

1. Experience in building and operationalising Solar Power Technology Solutions.
2. Experience in developing and deploying large scale Solar Technology applications and in customizing Solar Energy based Power solutions
3. Experience in developing and deploying Solar Energy Power solutions for large scale varied applications of different usage and nature.
4. Experience in managing large scale Solar Power Solutions and maintenance of such facilities fault free over a long time durations preferably a decade.

Calculation of Points

No. of points = Number of MW {experience defined as above for total capacity in MW (Solar Power)}

For capacity equal to or more than 30 MW, points = 30

(iii) Adequacy of the proposed work plan and methodology in responding to the ToR – 15 points

The following aspects will be useful in evaluation:

1. Detailed description of the work breakdown structure of the implementation methodology.
2. Methodologies used to carry the project from requirements through finished deliverables, including project management, checkpoints, and periodic status reporting back to JMC.
3. Process for problem management. Details must include problem logging, problem resolution, tracking of unresolved problems, problem escalation procedures, problem close-out, and reporting practices
4. Quality assurance and testing practices
5. Outline project plan
6. Estimates of timeline and effort estimate
7. Deliverables at a task and/or activity level

(iv) Tie up with technology provider and resource mobilization capacity including qualifications and competence of the key professional staff for the work (15 points)

The following will be considered for the same:

1. Submit the proof of tie up with technology provider. Bidder should also indicate the time required in procurement of photovoltaic cells and other accessories. This information is crucial to assess the capacity of bidder to complete the project with in time frame.
2. Indicative CVs of resources who will be involved in this project
3. Experience of key professional staff relevant to Solar Power Energy application analysis, design, development, plant engineering, construction, erection, commissioning, management and maintenance.
4. Position of the Bidder on committing specific, named project personnel for the duration of the project

(v) Suitability of the transfer of knowledge program (Training) (10 points)

The following will be considered for the same:

1. A description of the understanding of the training requirements for JMC personnel at various levels.
2. The contents, duration and mode of training for both theoretical as well as hands-on training.
3. Description of the processes or tools that will be offered to facilitate efficient knowledge transfer.
4. Description of the nature of the documentation and other material to be provided for training, with samples if any
5. Description of the evaluation process for transfer of knowledge and feedback process for training effectiveness.
6. Indicative CVs of professional training staff, if any

SECTION III

TECHNICAL PROPOSAL - STANDARD FORMS

- 3A Technical Proposal submission form
- 3B Bidder's references
- 3C Description of the methodology and work plan for performing the assignment
- 3D Team composition and task assignments.
- 3E Format of Curriculum Vitae of proposed key professional staff.
- 3F Project Plan
- 3G Affirmation
- 3H Bid Security/EMD form



3A. TECHNICAL PROPOSAL SUBMISSION FORM

Place-----Date

FROM: (Name of Bidder)

TO:

Chief Executive Officer , Jaipur Municipal Corporation

Pandit Deendayal Upadhyay Bhawan

Lal Kothi, Tonk Road,

Jaipur-302 014 (Rajasthan)

Telephone: **0141-5101968**

e-mail: **cejmcjaipur@gmail.com**

Sir/ Madam:

Subject: Technical Proposal for " ESTABLISHMENT OF GRID INTERACTIVE GRID INTERACTIVE SOLAR PHOTOVOLTAIC POWER PLANT OF CAPACITY 20 MW ON DBOOT BASIS:"

We, the undersigned, offer to bid for the above in accordance with your Request for Proposal No.: _____ Dated : _____, and our Proposal. We are hereby submitting our Proposal which includes EMD, this Technical Proposal (Original and one copy) , and a Financial Proposal (Original and one copy) sealed separately and then under a separate cover envelope.

We understand that JMC is not bound to accept any Proposal it receives.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Bidder:

Address:

3B. BIDDER REFERENCES

(a) Description of organization and financials (30 Points)

Provide detailed information on the following –

1. History of the company, key management personnel, employee strength
2. Nature of the business, products and services
3. Financial performance of the company in the last five years including annual turn over, sales, revenue growth and profitability. Audited balance sheet and notes on accounts and solvency certificate.
4. Alliances and partnerships
5. Contact details
6. Enclose IT clearance and audited balance sheet duly certified by C.A.

S.No.	Financial year	Annual Turnover	Factor	Annual turnover at present price level	Average of 5 years
(i)	(ii)	(iii)	(iv)	(v)= {(iii)*(iv)}	(vi)= Total sum at col no (v) / 5
1	2009-10		1.00		
2	2008-09		1.10		
3	2007-08		1.21		
4	2006-07		1.33		
5	2005-06		1.46		

S.No.	Average annual turn over for last 5 years	Total points earned (to be filled by bidder)

Similar Work / Services Carried Out in the Last Ten Years -30 Points

For each of the following, please provide the total experience in terms of number or projects Designed, Executed, Deployed and Maintained. Mention up to three recent references (projects) where full production, installation (s) are already in place for solar power generation capacity of more than or equal to 1 MW. The Bidder must exhibit experience and capability in Design, Development, Installation and Implementation of systems using similar type and technology. In addition, JMC, in conjunction with Bidder, will contact the nominated reference sites. Proof of successful implementation (on time and within allocated budget) in public/private sector.



The detailed information be provided using the format appended below or otherwise on each reference / assignment for which the prospective bidder firm/entity, either individually as a corporate entity or as one of the major participant within an association, was legally contracted, especially to address the evaluation criteria enumerated above.

Assignment Name:		Country:
Location within Country:		
Name of Client:		
Address:		
Start Date (Month/Year):	Completion Date (Month/Year):	
Project Cost		
Name of Associated Bidders, if any:		
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project(In detail):		
Details of Activities (similar work) in the Project		
Description of Actual Services Provided by Your Staff:		
Total Capacity in terms of MW		

S.No.	Total experience in terms of MW	Total points earned (to be filled by bidder)

Bidder's Name:

3C. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT (15 points)

In this section, bidder is required to elaborate especially the following evaluation criteria and bring out in a clear and concise manner as to:

1. Describe the proposed solution as to how JMC's requirement will be addressed.
2. Describe the work breakdown structure of the implementation methodology in detail (with appropriate diagrams).
3. Describe the methodologies proposed to be used to carry the project requirements through finished deliverables, including project management, checkpoints, and periodic status reporting back to JMC.
4. Describe the process of problem management. Details must include problem logging, problem resolution, tracking of unresolved problems, problem escalation procedures, problem close-out, and reporting practices.
5. Describe the process for change management including the process for requests for change in requirements, tracking change requests, assessment of required effort and incorporation of the requested changes, its review and reporting.
6. Describe the quality assurance and testing practices.



7. Provide an outline of the project plan in an appropriate form. Bidder is required to include a MS Project plan for the same.
8. Provide detailed estimates of timeline and effort estimate.
9. Provide details of the deliverables at a task and/or activity level.
10. Provide details of the resource that will be provided include type and number of resources.

3D. TEAM COMPOSITION AND TASK ASSIGNMENTS

Provide the team composition; roles and responsibilities of key professionals and reporting relationships with respect to this project and also provide a statement (preferably tabulated) explaining as to how each key professional staff fulfills the needs of the Solar Power Generation Project in terms of Analysis, Development, Design, Engineering, Erection, Commissioning, Management, Operation and Maintenance.

Include CVs of the resource persons who will be involved in the project as per the format given below:

3E. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY

PROFESSIONAL(s)/ STAFF

Proposed Position: _____

Name of Bidder: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Total experience:

Relevant Experience:

Years with Firm/Entity: _____

Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Publications authored:

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks similar to proposed work. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held/assignment completed. List out all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

Technical Skills:

[For each skill, indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Date:

[Signature of staff member and authorized representative of the Bidder] Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____



3F. PROJECT PLAN

Provide here a detailed project plan which describes the time period wise activities, showing sequencing and dependencies. Given below is a general format. However you can include a detailed project plan using standard software such as MS-Project.

Sl. no.	Activity	Deliverables	Duration	Weeks in the form of Bar Chart*											
				1	2	3	4	5	6	7	8	9	10	11	12
1.															
2.															
3.															
4.															

Signature:

(Authorized Representative)

Full Name, Title and Address

3G. AFFIRMATIONS

Provide statement, on ` 100 non judicial stamp paper duly signed by the Authorized Signatory, affirming that all the Experiences cited/Qualifications mentioned/Statements made in the Proposal are true and correct.

3H. BID SECURITY FORM

To,

_____ ,

_____ ,

Dear Sir,

Sub: Submission of Bid Security or Earnest Money Deposit ('EMD')

1. We, (hereinafter referred to as "Bidder") have submitted our proposal and response dated.....(hereinafter referred to as "Bid") for the work described in the Request for Proposal along with its amendments/annexure (s) and other documents ancillary thereto (hereinafter referred to as "RFP") as issued by the Jaipur Municipal Corporation.

We having our registered office at(hereinafter called the 'Bidder') are offering security deposit of Rs.6,40,00,000/- (Rupees Six Crore Forty lakhs only) vide [Demand draft issued by a scheduled bank] bearing No._____ dated _____ [drawn on/ issued by] _____ favoring '**JAIPUR MUNICIPAL CORPORATION,**' / in the form of Bank Guarantee valid up to a period of 240 days from the last date of submission of bid (hereinafter referred to as "Earnest Money/Bid Security" and enclosed herewith), for consideration of the Bid.

2. I/we specifically acknowledges and agrees that I/we has/have furnished my/our Bid on the understanding and condition that, if I/we :
 - a) Withdraws my/our Bid during the period of Bid validity specified by the JMC on the RFP Documents or
 - b) Having been notified of the acceptance of its Bid by the Jaipur Municipal Corporation during the period of validity: -



Fails or refuses to execute the contract form if required; or Fails or refuses to furnish the Performance Bank Guarantee, in accordance with the instruction to Bidder (RFP).

Jaipur Municipal Corporation has the right to forfeit the entire Bid Security amount merely on the occurrence of one or more of the foregoing events without demur or a written demand or notice to the Bidder. The JMC shall also have right to forfeit the EMD in case of the misrepresentation or falsification or concealment of material information by the bidder.

- 4 The Bid Security shall be refunded/returned to unsuccessful Bidder without any interest within thirty (30) days from the date of the signing of contract with a successful Bidder. The Bid Security to the successful Bidder shall be returned upon furnishing of Performance Bank Guarantee in accordance with the instructions to the Bidder.
- 5 The Bidder shall furnish a representation or warrant of authorization that the Bidder has obtained all necessary approvals, permissions and consents from the company and its BoD and has full power and authority to issue and acknowledge this Bid Security and discharge its obligations hereunder. The authorized signatory/bidder has been authorized to take all corporate, legal and other actions necessary or advisable to execution, delivery and performance of this Bid Security. The absence or deficiency of authority or power on the part of the Bidder to issue this Bid Security or any irregularity in exercise of such powers shall not be prejudicial in performance of this liability of the Bidder under this Bid Security.

Dated this.....day of. (Month)...year.....

Place: _____

Enclosed: The original EMD in the form of Demand Draft/ Bank Guarantee

Date: Seal and signature of the Bidder

SECTION IV

FINANCIAL PROPOSAL - STANDARD FORMS

FINANCIAL PROPOSAL

Place-----,

Date

FROM:

TO:

**CHIEF EXECUTIVE OFFICER,
JAIPUR MUNICIPAL
CORPORATION (JMC)**

**Pandit Deendayal
Upadhyay Bhawan, Lal Kothi, Tonk
Road Jaipur- 302015 (Raj) India**

Sir/ Madam:

Subject: Financial Proposal for "ESTABLISHMENT OF GRID INTERACTIVE SOLAR PHOTOVOLTAIC POWER PLANT OF CAPACITY 20 MW ON DBOOT BASIS"

We, the undersigned, bid for the above in accordance with Request for Proposal dated 2010.

(a) Our financial proposal is for the concession period of.....

[Years and month in words and figures].

(b) Our financial proposal includes O & M beyond concession period upto 29 yrs.



This financial proposal has been submitted after considering all conditions of RFP including payment clause (s) .

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws on the contract management, guidelines issued by the Central Vigilance Commissioner on Procurement of Stores and Services.

We understand JMC is not bound to accept any Proposal it receives.

We remain,

Yours sincerely,

Authorized Signatory

Name and Title of Signatory:

Name of Bidder:

Address:

SECTION V

TERMS OF REFERENCE

Introduction

Jaipur Municipal Corporation under its social responsibilities executes/ propose to execute functions like installation and Operation & Maintenance of Street Lights, Sewage treatment Plants, Processing Plant for Solid Waste Management, Bio-Medical Waste Treatment Plant , Slaughter House, Gaushala etc apart from maintenance of its regular offices and discharge of civic functions. The power consumption of JMC is approximately 3 million units per month and thus computes 36 million units per annum.

The present power requirement is met from the supply grids of Jaipur Vidyut Vitran Nigam Limited (JVVNL). The Government has set the priority area and the installation of non conventional and non renewable energy resources. In pursuance of the government policy JMC has taken a policy decision to install the solar power plant in its territorial jurisdiction. It is felt that the power requirement of the corporation can be met with **20 MW grid interactive solar power plant**.

It is proposed that this power generated through the proposed plant can be supplied to JVVNL and can be drawn at different points of utilization as per the requirement. Thus JMC will be neither selling nor purchasing power and power generated from proposed plant, in fact, the power shall be utilized for 'captive use'. JMC, in this way shall assist to increase power generation capacity of state. The equivalent quantum of saved power can be utilized for other good purpose(s) in the state where power is a precious resource. Moreover solar power is best quality environment friendly green power.

In view of foregoing, Jaipur Municipal Corporation has in principal decided to implementing project for **"ESTABLISHMENT OF GRID INTERACTIVE SOLAR PHOTOVOLTAIC POWER PLANT OF CAPACITY 20 MW ON DBOOT BASIS."**

Brief scope of work

The prospective bidder is required to perform the following functions/activities as set out expressly in this RFP and any other activity which is essential and incidental thereto for the successful implementation of the proposed work: -



1. Design, Build, Finance, Own, Operate and Transfer of 20MW GRID INTERACTIVE SOLAR PHOTOVOLTAIC power generation plant with minimum power generation capacity of 36 million units per annum (decreasing@0.8% per annum to account for possible reduction with age).
2. This would involve but not limited to:
 - a. Design and Develop appropriate grid interactive Photovoltaic Solar technology to generate solar energy and supply to JVVNL grid. The designed project should have minimum project life of 29 years.
 - b. Design appropriate engineering architecture for efficient and effective installation, management, operation and maintenance of the Solar Technology project.
 - c. Design of all constituent / component of solar power plant shall be got approved from any of the IIT (Indian Institute of Technology) located in India at bidder's cost.
3. Preparation of necessary technical documentation for procuring required hardware/software for operationalising Solar technology, with the objectives of optimum effectiveness and efficiency in implementation of this project.
4. Carry out engineering procurement and construction as per design (s) approved by IIT.
5. Follow all quality control procedures as per BIS codes.
6. Establish fully equipped site laboratory for conducting tests at site during construction as well as during O&M. The site laboratory is to be maintained and documented as per the guidelines on the subject at par international standards till project life.
7. Arrange material testing by the third party for materials which can not be tested at site. All the inspection (s) is/are required to be conducted at bidder's cost.
8. Operation and maintenance of Solar Technology Project to generate the required power units and ensure compliance of all orders/ instructions/ guidelines issued by GoI/GoR/JVVNL/JMC/RPCB/CPCB during the project life of 29 years. Bidder has to forward necessary compliance report if sought by any of the governing body as enumerated above.
9. Bidder shall arrange all the clearances/ permissions are obtained from concerned departments including GoI/ GoR/ JVVNL/CPCB/RPCB and deposit the requisite fees. The fee so paid shall not be reimbursable by the JMC at any point of time and shall be borne by the bidder.
10. Maintain records and submit annual, quarterly, monthly, fortnightly and weekly progress reports indicating actual power fed in power grid. The annual and monthly reports shall be duly verified from JVVNL and submitted to appointed authority at JMC.
11. The bidder shall ensure that there is no contradiction about number of kwh power units supplied by solar power plant to JVVNL power grid. The power units actually fed in the power grid and verified by JVVNL shall only be presumed as power generated by the Solar Power Plant. Any other parameters and measurement shall not be accepted. The

power units supplied shall be the basis for power unit adjustment between JMC and JVVNL (regarding JMC's power bill).

12. Arrange workshops/ seminars/on site training for Capacity building of the personnel of Jaipur Municipal Corporation for handling of Solar Technology.
13. Construction of Administrative block on the project site to ensure smooth administrative control of the plant. The administrative block shall include a room for client, conference room, room for contractor and the laboratory. Construction of boundary wall of area of which possession is given to bidder. All other civil/electrical /mechanical/instrumentation/ computer/ electronics etc. works required for the establishment of proposed plant , accessibility to different units, proper lighting of area , roads within the area.
14. The bidder shall ensure that the provisions of labour welfare laws are complied. JMC shall not be held accountable and responsible of violation of the labour laws as applicable.
15. The bidder has to create all necessary infrastructure/ facilities so that 'renewable energy certificate' for solar power production can be obtained.

Technical Performance Optimization:

With a view to encourage technology development, bidders are expected to utilize the state of the art technology to set up the project. He is expected to use large capacity and higher power output PV available for the specific technology used in setting up the large capacity solar power projects. Qualification of PV modules, to be used in grid interactive power plants, in accordance the standards issued by BIS or IEC 61215 certification or other international Certification on qualification of PV modules will be necessary. Bidder shall provide JMC the copies of such certificates before installation of modules. Non-compliance of this requirement will result in disqualification. The electronics, cables, controls, structures etc. must qualify to latest BIS or International standards which are acceptable to utilities and which fulfill all safety norms for grid/off grid power projects. The bidder will provide a copy of the test certificate(s)/ report(s) latest with the proposals.

The bidder is required to optimize generation of electricity in terms of kWh generated per MWp of PV capacity installed vis-à-vis available solar radiation at the site (may be obtained through use of efficient electronics, lower cable losses, maximization of power transfer from the modules to electronics and the grid, maximization of power generation by enhancing incident radiation by optional methods like seasonally changing tilt angles etc).

The grid interactive solar PV plant may be connected to preferably 33 KV grid line to minimize power transfer losses. However, the choice of grid voltage may be determined in consultation with the JVVNL and bidder is required to get necessary permission from JVVNL.



Bidder will be required to maintain and provide to JMC technical information on daily solar radiation availability, hours of sunshine, duration of plant operation and the quantum of power fed to the grid. The bidder will install suitable instruments, meters and data loggers for this purpose. This information will be provided at the time of commissioning. This will help in estimation of generation in kWh per MWp PV array capacity installed at the site.

***SECTION VI**
CONTRACT AGREEMENT

Between

JAIPUR MUNICIPAL CORPORATION

and

[Name of Bidder]

Dated:



* This Section specifies details of a model Contract. The model Contract contains key contract terms and conditions which may be required by JAIPUR MUNICIPAL CORPORATION (JMC) to enter into a relationship with the Bidder. This term sheet is not intended to be exclusive. This model Contract is intended to sensitize the Bidder to various clauses, which may be reflected in the final Contract. This draft does not form an executable copy.

I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on this _____ day of the month of _____, 2010_____, between, Jaipur Municipal Corporation (JMC) through Chief Executive Officer cum Commissioner and Mayor (hereinafter called the "Client") and, M/s, _____(hereinafter called the "Bidder").

WHEREAS

- a) the Client has requested the Bidder to provide Grid Interactive Photovoltaic Solar Power Plant of 20MW capacity on DBOOT basis as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "work");
- b) the Bidder, having represented to the Client that they have the required professional skills, competent personnel , technical and financial resources, have agreed to execute the work on the terms and conditions set forth in this Contract; and

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a. The General Conditions of Contract (hereinafter called "GC");
 - b. The Special Conditions of contract (hereinafter called "SC");
 - c. Terms of Reference
 - d. Technical Proposal
 - e. Financial Proposal

2. The mutual rights and obligations of the Client and the Bidder shall be as set forth in the Contract; in particular:
- a. The Bidder shall carry out the work in accordance with the provisions of the Contract; and
 - b. The Contract is valid from the date of its execution to concession period and then O&M up to project life of 29 years.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF

JAIPUR MUNICIPAL CORPORATION (JMC)

By

Mayor

Chief Executive Officer
cum Commissioner

(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF THE BIDDER]

By

(Authorized Representative)



II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) "Applicable Law" means the laws and any other instruments having the force of law in Rajasthan/India, as they may be issued and in force from time to time;
- b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- d) ***"Contract Price" means the value calculated on the basis of payment to be made by JMC to bidder up to concession period and O&M amount considering project life 29 years.***
- e) "GC" means these General Conditions of Contract;
- f) "Government" means the Government of Rajasthan;
- g) "Local currency" means Indian Rupees;
- h) "Party" means the Client or the Bidder, as the case may be, and Parties means both of them;
- i) "Personnel" means persons hired by the Bidder or by any Sub-Bidder as employees and assigned to the performance of the work or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)

- j) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- k) "Services or work" means the work to be performed by the Bidder pursuant to this Contract as described in Terms of Reference; and
- l) "Third party" means any independent person or entity other than the Government, the Client, the Bidder

1.2. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by The Indian Contract Act 1872.

1.3. Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4. Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Bidder may be taken or executed by the officials specified in the SC.

1.6. Taxes and Duties

The Bidder and its Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification and termination of Contract

2.1 Effectiveness of Contract



This Contract shall come into effect on the date the Contract is signed by both Parties.

2.2 Commencement of work

The Bidder shall begin carrying out the work within thirty (30) days after the date the Contract becomes effective.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Force Majeure

The force majeure events shall mean presence of any one or combination of more than one or all the circumstances enumerated below:-

- 2.4.1 Act of God, epidemic, extremely adverse and inhuman conditions, earthquake, landslides, volcanic, flood, cyclone, lightening, radioactive or chemical contamination and any other unforeseen natural disaster beyond the control of human beings.
- 2.4.2 An act of war or war like situation (declared or undeclared) invasion, armed conflict or any other activity of foreign enemy, blockage, embargo, riots insurrection, terrorist attack, military action and politically motivated bandhs.
- 2.4.3 Strikes or boycotts (other than involving the contractor or his employees attributable to the omissions and acts of the contractor or his employees) adversely affecting the operation (s) of the work.
- 2.4.4 Any order or judgment of the court of competent jurisdiction or statutory authority made against either party to the contract or the contractor/ successful bidder in any of the proceedings for reasons other than
 - 2.4.4.1 Failure of the successful bidder to comply with any law applicable and governing the conditions of the contract.
 - 2.4.4.2 Breach of any law applicable and governing the conditions of the contract.
 - 2.4.4.3 Enforcement of any agreement or vital condition of the contract.
- 2.4.5 Any other events or circumstance of a nature analogous to any of the foregoing.

2.5 Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from

an event incidental to Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions with due care, diligence and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.6 Extension of Time

- 2.6.1 In pursuant to this Contract, any period within which a bidder , fails to complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform/ carry out activities as a result of Force Majeure.
- 2.6.2 Non performance of the activity/ work as per the timelines agreed, beyond the capability of the bidder in-spite of earnest efforts may be considered by the client based on the merit of the case.
- 2.6.3 The delay in project execution due to improper management / insufficient resource mobilization on the part of bidder till the achievement of event “commissioning of grid interactive solar power plant of 20 MW capacity” may entail penalty @ Rs 32 lac per day. The penalty so imposed shall be limited to Rs.3200 lacs.

2.7 Payments

The client shall make payment to concessionaire up to the concession period as follows:

- 2.7.1 The start date for payment purpose shall be the date of commissioning of proposed plant. The event of commissioning shall be the date at which JVNL approves the commissioning and verifies the power fed in the JVNL power grid.
- 2.7.2 1 year (365 days from the date of commissioning]: Rs 21.5 crores
- 2.7.3 Onwards: Previous year amount with an increase of 10% per annum
- 2.7.4 The above payment is valid for generation of guaranteed power of 03 crore 60 lakh units in one year decreasing @ 0.8% per annum.
- 2.7.5 In case of power generation is less than guaranteed 3 crore 60 lakh units per annum (decreasing @ 0.8% per annum] deduction shall be (no. of units generated less than 3 crore 60 lakh units per annum] multiplied by Rs 6 (increasing @ 10% per annum].
- 2.7.6 The financial accounts shall be maintained on yearly basis to account for fluctuation in monthly power generation due to climatic/seasonal reasons. However, interim payment of (total year's amount calculated as above/24] per month shall be made as running payment (advance payment]; to be reconciled on yearly basis. There shall be no



extra payment for any additional energy production (excess of 3 crore 60 lakh units per annum decreasing @0.8% per annum]] on yearly basis.

2.7.7 After concession period bidder shall be responsible for O&M of plant and shall be paid an amount per annum equal to 10% of last concession year's amount for the remaining period till project life (29 years). Bidder has to ensure generation of guaranteed power per annum as defined above, otherwise penalty as above shall be applicable.

2.7.8 In case energy production is more than guaranteed, the benefits shall be taken solely by JMC and bidder shall not have any claim over that.

2.7.1 Payment & Guaranteed Power Generation Schedule

Year	Guaranteed Power Generation (in lac Kwh) decreasing @ 0.80% per annum	Payment From JMC Yearly basis in lac Rs.)	If guaranteed power not generated penalty per P/kwh @ Rs. 6.00 with 10% increasing yearly
1	360.00	2150.00	6.00
2	357.12	2365.00	6.60
3	354.26	2601.50	7.26
4	351.43	2861.65	7.99
5	348.62	3147.81	8.78
6	345.83	3462.59	9.66
7	343.06	3808.85	10.63
8	340.32	4189.74	11.69
9	337.59	4608.71	12.86
10	334.89	5069.58	14.15
11	332.21	5576.54	15.56
12	329.56	6134.20	17.12
13	326.92	6747.62	18.83
14	324.31	7422.38	20.71
15	321.71	8164.62	22.78
16	319.14	8981.08	25.06
17	316.58	9879.19	27.57
18	314.05	10867.11	30.33
19	311.54	11953.82	33.36
20	309.05	13149.20	36.70
21	306.57	onwards	40.36
22	304.12		44.40
23	301.69		48.84
24	299.28		53.73
25	296.88		59.10
26	294.51		65.01
27	292.15		71.51
28	289.81		78.66
29	287.49		86.53



2.8 Suspension:

The Client may by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fail to perform any of their obligations under this contract, including the carrying out of the work and O & M, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Bidder to remedy such failure within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Bidder, to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause and sixty (60) days' in the case of the event referred to in (d):

- a. if the Bidder do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- b. if the Bidder (or any of their Members) become insolvent or bankrupt;
- c. if the Bidder, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of monetary value or otherwise to influence the action of a public official in the selection process or in contract execution.

(d) on operation of any law / by law/rules under which the project is prejudicial to the interest of the client.

2.9.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.9 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

- i. such rights and obligations as may have accrued on the date of termination or expiration;

- ii. the Bidder' obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause GC3.5 hereof; and
- iii. any right which a client may have under the Applicable Law.

2.9.3 Disputes in the Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (d) of Clause GC 2.9.1 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 6 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. Obligations of the Bidder

3.1 General

The Bidder shall perform the work and carry out their obligations hereunder with due diligence, efficiency and economy, in accordance with generally accepted sound professional techniques and practices, and shall observe best management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Third Parties.

Bidder shall obtain all the required permissions/clearances from JVVNL/ Forest/RPCB/any GoI Department/ any GoR Department/ Local body , as may be mandatory/desirable for consent, establishment and O&M of Solar Power Plant (this project]. All the fee/ compensation towards cutting of trees/ any other expenses etc. shall be deposited by bidder. Bidder is advised to load this aspect and all other uncertainties in its financial proposal.

The land provided for the establishment of solar power plant is a part of sanitary land fill site of solid waste management. Total land available is 480 bigah out of which 250 bigah is being reserved of establishment of solar power plant. In rest of the land, land fill site/ SWM Processing plant activities shall be taken up on immediate basis. However, once the land fill site for phase-I (100 bigah) is developed (in 10 years), bidder is required to shift its photovoltaic panels & related accessories to the developed site and vacate equivalent amount of land for land fill site phase-II. Similarly after 20 years bidder may be required to shift remaining panels to developed land of land fill site phase-II. Bidder is advised to take provision of this shifting in design.

3.2 Bidder Not to Benefit from Commissions, Discounts, etc.



The remuneration of the Bidder pursuant to Clause GC 5.3 hereof shall constitute the Bidder's sole remuneration in connection with this Contract and the Bidder shall not accept for their own benefit any trade commission, discount, subsidy or similar payment in connection with activities pursuant to this Contract. The carbon credits for this project under CDM/ any other suitable GHG reduction mechanism shall be claimed by the client separately and bidder shall have no claim over that.

3.3 Prohibition of Conflicting Activities

The Bidder shall not engage, and shall neither cause their Personnel as well as their Sub-Bidder and their Personnel to engage, either directly or indirectly, in any of the following activities:

- a. during the term of this Contract, any business or professional activities in JMC/GOR which would conflict with the activities assigned to them under this Contract; and
- b. after the termination of this Contract, such other activities as may be specified in the SC.

3.4 Confidentiality

The Bidder and its Personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

3.5 Accounting, Inspection and Auditing

The Bidder (i) shall keep accurate and systematic accounts and records in respect of the contract, herein under, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including such basis as may be specifically referred to in the SC); (ii) shall permit the Client or its designated representative periodically, and up to three year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client. In case the records and documents are required by audit/ any enquiry commission beyond the period stated shall be preserved by the bidder or handed over to client as per the specific directions from the client.

The bidder shall comply with the Audit, Access and Reporting Schedules put-forth by Gol/GoR. The bidder shall, on request, allow access to the Gol/GoR and its nominees to all information which is in the possession or control of the bidder, which relates to proposed work as set out in the Audit, Access and Reporting Schedule and is reasonably required to comply with the terms of the Audit, Access and Reporting Schedule.

3.6 Bidder's Actions Requiring Client's Prior Approval

The Bidder shall obtain the Client's prior approval in writing before taking any of the following actions:

- a. Substitution of Key Personnel approved by JMC
- b. Any other action that may be specified in the SC.

Incase the client has not responded to the bidders communication on the subject within 45 days, the permission may be deemed as accorded by the client.

3.7 Reporting Obligations

The Bidder shall submit to the Client the reports and documents specified by JMC hereto, in the form, in the numbers and within the time periods set forth by JMC.

3.8 Deliverables

The Software partner will deliver to JMC, the following for initial development, customization & enhancement and also for subsequent enhancements:

1. Project Work Plan including resource mobilization and manpower deployment plan. Incase of any slippage, revised work plan.
2. System Requirement Specification (SRS) Document
3. System Design Document (SDD)
4. Executable Programs of the Project Setup programs
5. User Manuals, Training Manuals, System Admin Manual and Troubleshooting Manuals
6. Delivery of revised SDD along with modified Setup programs after completion of one-year period.
7. Training Material

3.9 Intellectual Property Rights

JMC will have all the IPR for the above mentioned deliverables.

3.10 Documents Prepared by the Bidder to be the Property of the Client

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Bidder for the Client under this Contract shall become and remain the property of the Client, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Bidder may retain a copy of such documents and software. Future use of these documents and software, if any, warrants prior approval from the client.

4. Bidder' Personnel and Sub-Bidder

4.1 General



The Bidder shall employ and provide such qualified and experienced Personnel and Sub-Bidder as are required to carry out the work. The Bidder shall provide a full time project manager who would be responsible for onsite operations and Project Management. The Project manager shall have required skills in order deliver projects effectively in time and also authority to take decision on the manpower resources of the project to meet timelines as agreed with JMC. The composition of the team including team leaders, analysts, administrator, technical and quality assurance personnel, will be as agreed upon between JMC and the Bidder, based on the proposed team composition by the Bidder.

The Bidder shall also deploy additional personnel, if required for faster rollout of the application or data conversion.

4.2 Approval of Personnel

The Bidder shall submit to the client for review and approval a copy of their biographical data of key Personnel which the Bidder proposes to use in the carrying out of the work. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.3 Leave by Personnel

Any Personnel taking leave shall be subject to the prior approval by the Bidder who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the work. The bidder shall apprise to the client about the status of manpower and monthly progress of the proposed work.

4.4 Removal and/or Replacement of Personnel

- a. Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Bidder, it becomes necessary to replace any of the Personnel, the Bidder shall forthwith provide as a replacement a person of equivalent or better qualifications, subject to the prior written approval by client.
- b. If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

5. Obligations of the Client

5.1 Assistance

Client shall assist to the bidder to get all necessary permissions/clearances to establish and operate and maintain the proposed power generation plant. However it shall be on the part of bidder to get all these permissions.

5.2 Services, Facilities and Property of the Client

The Client shall make available to the Bidder and its Personnel, for the purposes of the work land free of any charge, the services, facilities and property agreed upon with JMC, at the times and in the manner agreed upon, provided that if such services, facilities and property shall not be made available to the Bidder as and when so specified, the Parties shall agree on any time extension that it may be appropriate to grant to the Bidder for the performance of the Services.

5.3 Payment

The client shall make payment to concessionaire up to the concession period as follows:

- 5.3.1 The start date for payment purpose shall be the date of commissioning of proposed plant. The event of commissioning shall be the date at which JVVNL approves the commissioning and verifies the power fed in the JVVNL power grid.
- 5.3.2 1 year (365 days from the date of commissioning]: Rs 21.5 crores
- 5.3.3 Onwards: Previous year amount with an increase of 10% per annum
- 5.3.4 The above payment is valid for generation of guaranteed power 3 crore 60 lakh units in one year decreasing @ 0.8% per annum.
- 5.3.5 In case of power generation less than guaranteed 3 crore 60 lakh units per annum(decreasing @ 0.8% per annum] deduction shall be (no. of units generated less than 3 crore 60 lakh units per annum] multiplied by Rs 6(increasing @ 10% per annum].
- 5.3.6 The financial accounts shall be maintained on yearly basis to account for fluctuation in monthly power generation due to climatic/seasonal reasons. However, interim payment of (total year's amount calculated as above/24] per month shall be made as running payment (advance payment]; to be reconciled on yearly basis. There shall be no extra payment for any additional energy production (excess of 3 crore 60 lakh units per annum decreasing @0.8% per annum] on yearly basis.
- 5.3.7 After concession period bidder shall be responsible for O&M of plant and shall be paid amount per annum equal to 10% of last concession year's amount for



the remaining period till project life. Bidder has to generate guaranteed power per annum defined as above, otherwise penalty as above shall be applicable.

- 5.3.8 In case energy production is more than guaranteed, the benefits shall be taken solely by JMC and bidder shall not have any claim over that.

6. Settlement of Disputes

6.1 Amicable Settlement

The Parties to this agreement shall use their best efforts to settle all disputes arising out of or in connection with this Contract or the interpretation thereof amicably through conciliations.

6.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably by conciliations within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

Number of General Conditions Clause

A. Amendments of, and Supplements to, Clauses in the General Conditions of Contract

The addresses are:

Client:

JAIPUR MUNICIPAL CORPORATION,

Pandit Deendayal Upadhyay Bhawan,

Lal Kothi, Tonk Road Jaipur- 302015 (Raj) India

Telephone: **0141-5101968**

e-mail: **cejmcjaipur@gmail.com**

Bidder:

Attention: -----

Cable address : _____

Telex : _____

Facsimile : _____

E-mail :

1.4 Notice will be deemed to be effective as follows:

- a. in the case of personal delivery or registered mail, on delivery;
- b. in the case of telexes, 24 hours following confirmed transmission;
- c. in the case of telegrams, 24 hours following confirmed transmission; and
- d. in the case of facsimiles, 24 hours following confirmed transmission.]



The Authorized Representatives are:

For the Client: Chief Executive Officer or any other officer appointed by him.

For the Bidder: _____

The Bidder its Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.]

[2.1 The effectiveness of contract shall be on the date of issue of work order by client.

[2.3 The total time period of contract shall be 29 years from the date of commissioning of the project (Clause 2.7.1 of GC). The time period for installation, erection, construction, completion, trial run and commissioning of grid interactive solar power generation plant of 20 MW capacity (on DBOOT basis) shall be 18 months from the date of work order.

2.6 & 2.7 Performance Bank Guarantee:

a. The Bidder is required to deposit with **Jaipur Municipal Corporation ,JMC**, at the time of signing of the contract, an unconditional and irrevocable Performance Bank Guarantee–I (PBG-I) for an amount of **Rs. 3200.00 Lacs** from a scheduled bank payable on demand, for the due performance and fulfillment of the contract by the firm. Bidder shall be required to submit an another an unconditional and irrevocable Bank Guarantee as Performance Bank Guarantee-II (PBG-II) after completion of 15 years for an amount of **Rs. 3200.00 Lacs** from a scheduled bank payable on demand, for the due performance and fulfillment of the contract by the firm. In case bidder fails to submit aforesaid PBG-II in time, the same amount shall be deducted from the payment to bidder and this amount shall remain with JMC till PBG-II is submitted by bidder.

Both the performance bank guarantees (PBG-I & PBG-II) are valid till the end of the three months after the expiry of the contract. The performance bank guarantees would be discharged/ returned by **Jaipur Municipal Corporation, JMC** ; Upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

a. In the event of termination of contract by the Client, in accordance with this Agreement due to the breach of, or default under this Contract by the Bidder the Client represented by **Chief Engineer/ Superintending Engineer, JMC** shall be entitled to invoke the Project Performance Guarantee. Client represented by the **Chief Engineer/ Superintending Engineer, JMC** shall notify the firm in writing of the exercise of its right to receive such

compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.

- b. Notwithstanding and without prejudice to any rights whatsoever of **JMC** under the contract in the matter, the proceeds of the PBG shall be payable to **JMC** as compensation for any loss resulting from the Bidder's failure to perform/comply its obligations under the contract.

3.2 The bidder shall provide necessary infrastructure (complete in all respects) for clean development mechanism covered under Kyoto protocol. "This project achieves reduction in emission of Green house Gases. The Client intends to register this project as CDM project activity under the Kyoto protocol. "The revenues from the sale of Certified Emission Reduction (CER) shall be a property of the Client".

3.8 The Bidder shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

6.2 Disputes shall be settled by **Chief Executive Officer , JMC** in accordance with the following provisions:

In case of a dispute it will be referred to a technical committee appointed by the **Chief Executive Officer, JMC** whose decision would be considered final on the matter.

All the matters related to this project and incidental there to shall be adjudicated in the **court** having competent jurisdiction at **Jaipur only**.

