Bihar Renewable Energy Development Agency

(A Government Agency under Energy Department)

Request for Proposal (RFP)

For

Engagement of Consultancy Services for preparation of Detailed Project Report (DPR) for implementation of Model Solar Village Scheme in all the districts of Bihar under "Pradhan Mantri Surya Ghar: Muft Bijli Yojna".

RFP No: **BREDA/TENDER/MSV/PMSG:MBY/3/2026-27**

Quality cum Cost Based selection (QCBS)

Bihar Renewable Energy Development Agency (BREDA)
(A Govt. Agency under Energy Department)
Akshay Urja Bhawan, BSPHCL Colony
Patna – 800023. Bihar
Tel: 0612-2505734 Fax: 0612-2505572, Toll Free No. - 18003456204
Website: https://breda.co.in Email: breda.gov@gmail.com

NIT

RFP No. BREDA/TENDER/MSV/PMSG:MBY/3/2026-27

Description of work	EMD	Tender Document Cost	Bid Processing Fee
Bihar Renewable Energy Development Agency, a Government Agency under Energy Department of Bihar Government (hereinafter called "BREDA" or "OWNER") invites Bids through E-tendering Process National Competitive Bidding (NCB) from the Bidders fulfilling the Eligibility Criteria specified here under for **Engagement of Consultancy Services for preparation of Detailed Project Report (DPR) for implementation of Model Solar Village Scheme in all the districts of Bihar under "Pradhan Mantri Surya Ghar: Muft Bijli Yojna".**	Rs. 02 Lakh ***(to be paid through (Internet Payment Gateway (IPG), Challan) or Bank Guarantee from any Nationalized/ Scheduled Commercial Bank).***	Rs. 11,800/- inclusive GST @ 18% (Non-Refundable) ***To be paid through online modes i.e. Internet Payment Gateway (Credit/Debit Card), Net Banking, etc.***	As per E-Proc2

The Timeline for the above RFP is as follows:	
Start Date of Online Sale of Tender Document	24/07/2026 at 11:00 Hrs. onwards
Pre-Bid Meeting Date (Physical)	03/08/2026 at 12.00 Hrs. **Bihar Renewable Energy Development Agency", Akshay Urja Bhawan, BSPHCL Colony, Patna – 800023.**
Last Date of Online submission of Tender Document	Upto 23:30 Hrs. of 18.08.2026
Last Date of Submission of Original EMD & Receipt of Tender Document Cost, Bid Processing Fee in **Hard Copy**	Up to 14:00 Hrs. of 19.08.2026
Date of Opening of Techno-Commercial Part	15:30 Hrs. onwards on 19.08.2026
Date of Opening of Financial Part	To be intimated to the eligible Bidders through e-mail.

NOTE: Important Instructions

1. Bids against this tender are being invited through e-Tendering mode only. Tender document is available in downloadable format at https://eproc2.bihar.gov.in after paying tender document fee which is mandatory to be paid through online modes i.e. Internet Payment Gateway (Credit/Debit Card), Net Banking, etc.
2. Bid along with necessary online payments must be submitted through e-procurement portal https:// eproc2.bihar.gov.in before the date & time specified in the NIT. The department doesn't take responsibility for the delay/ non-submission of Tender/ Non-Reconciliation of online payment caused due to non-availability of internet connection, network traffic, holidays or any other reasons.
3. Bid must be accompanied with scan copy of Acknowledgement of online payment of Tender Document Cost & E-Tender Processing Fee and Original Bank Guarantee/ Online Payment Receipt/Challan towards Bid Security (EMD), Tender Document Cost & Bid Processing Fee must be submitted to Project Director, BREDA, Akshay Urja Bhawan, BSPHCL Colony, Patna-800023 up to 14:00 Hrs. of **19.08.2026** failing which the bidder will not be eligible.
4. Bidders are required to submit the documentary proof for the qualifications mentioned above.
5. Notwithstanding anything stated above, BREDA reserves the right to assess the capabilities and capacity of the Bidder to perform the Contract, the circumstances warrant such assessment in the overall interest of BREDA.
6. All documents that are required to be submitted in hard copy must be received by BREDA not later than the time and date stated in RFP. Envelopes should be duly sealed, stamped and marked with RFP Number and should be superscribed on the envelope as RFP for "**Engagement of Consultancy Services for preparation of Detailed Project Report (DPR) for implementation of Model Solar Village Scheme in all the districts of Bihar under "Pradhan Mantri Surya Ghar: Muft Bijli Yojna".**
7. Detailed RFP can be seen at website: www.eproc2.bihar.gov.in or https://breda.co.in
8. The BREDA reserves the right to reject any or all Bids or cancel/withdraw the RFP without assigning any reason whatsoever and in such case, no Bidder/ intending Bidder shall have any claim arising out of such action.
9. BREDA intends to undertake a competitive bidding process to shortlist a suitable Bidder, who shall be eligible for evaluation of their price bids towards selection of the successful bidder in terms of the RFP for award of the project.
10. The successful Bidder, at the end of the bidding process, shall be awarded the contract by BREDA. The Consultant (Successful Bidder) shall be responsible for Scope of Work as defined in the RFP and in terms of the agreement to be signed between the Successful Bidder and BREDA.
11. The details of the bidding process and the scope of consultancy work for the project are included in the RFP document.
12. Any other information including corrigendum/addendum, if any, shall be uploaded on e-procurement website and the bidders are advised to follow and keep track of BREDA/e-procurement website for updated information if any. BREDA is not obligated to send/ communicate separate information in this regard. However, for any enquiry bidders may contact on following: -
    (i) Contact No. 7903914218, 7763818890, 0612-2505730.
    (ii) E-mail Id- breda.gov@gmail.com

Project Director,
BREDA, Patna

e-Procurement Help Desk

Toll Free Number: 1800 572 6571, Email Id: eproc2support@bihar.gov.in
Working Hours: 8 AM to 7 PM (All days in week except Sunday and few selected state holidays),

DISCLAIMER

1. Though adequate care has been taken while preparing the RFP document (inclusive of Formats and Annexure), the Bidder shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from prospective Bidder on or before pre-bid meeting date, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.
2. BREDA reserves the right to modify, amend or supplement RFP documents including all formats and annexure at any time before Bid submission date. Interested Bidders are advised to keep track of www.eproc2.bihar.gov.in web-site for updated information. BREDA is not obligated to send/ communicate separate notifications for such notices/ amendments/ clarification etc. in the print media or individually. BREDA shall not be responsible and accountable for any consequences to any party.
3. While this RFP has been prepared in good faith, neither BREDA nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omissions herein, or the accuracy, completeness or reliability of information and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.
4. The capitalized term or any other terms used in this RFP, unless as defined in RFP or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 or Company Act, 2013, Income Tax Act, 2025 and amendments thereof and the rules or regulations as per applicable Acts.
5. BREDA may terminate the RFP process at any time without assigning any reason and upon such termination BREDA shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa.

2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.

3. A time of day shall save otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.

4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner to give effect to each part.

5. The table of contents and any headings or sub-headings in the contract has been inserted for ease of reference only & shall not affect the interpretation of this agreement.

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Definitions

Agreement	Means the Agreement signed by the parties for engagement along with the entire documentation specified in the RFP.
Applicable Law	means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
Bid	shall mean the Techno-Commercial and Price Bid submitted by the Bidder along with all documents/credentials/attachments, annexure etc., in response to this RFP, in accordance with the terms and conditions hereof.
Bidder/Bidding Firm	shall mean Bidding Firm submitting the Bid. Any reference to the Bidder includes Bidding Firm / including its successors, executors and permitted assigns as the context may require.
Bid Deadline	shall mean the last date and time for submission of Bidding response to this RFP as specified in Bid information Sheet.
Chartered Accountant	shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
Competent Authority	shall mean Director of BREDA, himself and/or a person or group of persons nominated by him for the mentioned purpose herein.
Consultant	means Firm/Agency awarded the contract in pursuance of this RFP, which will provide the services to BREDA
CPG	shall mean the Contract Performance Guarantee.
Eligibility Criteria	shall mean the Minimum Eligibility Criteria as defined above in this RFP.
EMD	shall mean the Earnest Money Deposit.
Effective Date	means the date on which the agreement comes into force and effect.

MNRE	shall mean Ministry of New and Renewable Energy, Government of India.
Price Bid	shall mean the Bidder's quoted Price for this RFP
SNA	shall mean State Nodal Agency (BREDA).
Successful Bidder	shall mean the Bidder(s) selected by BREDA pursuant to this RFP as per the terms of the RFP documents and to whom the Letter of Award has been issued.

SECTION - I

INTRODUCTION, BID DETAILS AND INSTRUCTIONS TO THE BIDDERS

1. INTRODUCTION

1.1 Request for Proposal for **Engagement of Consultancy Services for preparation of Detailed Project Report (DPR) for implementation of Model Solar Village Scheme in all the districts of Bihar under "Pradhan Mantri Surya Ghar: Muft Bijli Yojna in the State of Bihar".**

1.2 The Bidder is advised to carefully read all instructions and conditions of this RFP and understand the scope of work completely. All information and documents required as per the RFP must be furnished with the bid. BREDA reserves the right to seek clarifications on submitted bids. Failure to provide the information and/or documents as required shall render the Bid(s) unacceptable for further evaluation and may lead to rejection of the bid(s). Financial Bid of the Bidder qualifying at technical stage only shall be opened.

1.3 Bidder shall be deemed to have examined the RFP, to have obtained information in all matters whatsoever that might affect carrying out of works in line with the scope of work specified in the RFP at the Bid price and to have satisfied himself of the sufficiency of his Bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works in accordance with the RFP, irrespective of any defects, omissions or errors that may be found in RFP.

2. BID DETAILS:

2.1 The bidding process under this RFP is for **Engagement of Consultancy Services for preparation of Detailed Project Report (DPR) for implementation of Model Solar Village Scheme in all the districts of Bihar under "Pradhan Mantri Surya Ghar: Muft Bijli Yojna".**

2.2 BREDA invites proposals from experienced and qualified consultants for conducting a comprehensive feasibility study and preparing a Detailed Project Report (DPR) for the establishment of a Model Solar Village under the Pradhan Mantri Surya Ghar: Muft Bijli Yojana. This initiative aims to promote decentralized solar energy adoption at the village level, ensuring energy self-sufficiency, sustainability, and economic empowerment for rural communities.

2.3 Through this Request for Proposal (RFP), we seek to engage a consultant with expertise in renewable energy solutions, particularly in solar power, to analyze and recommend the most optimal solarization methodology for the identified village. The study will assess technical, financial, regulatory, and socio-economic aspects to develop a roadmap for effective implementation. The consultant will also prepare a comprehensive DPR detailing the design, capacity, cost estimates, implementation strategy, and expected outcomes of the proposed solarization model. The projects that may be included in the DPR may include

a) Community Solar Plant (with or without battery storage)
b) Solar powered equipment for Livelihood generation by SHG groups under NRLM
c) Government Building Rooftop Solar Plants d) Solar based public lighting
e) Solar Agri-PV Pump f) Other Solar powered RE technologies

2.4 The Government of India has approved the PM Surya Ghar: Muft Bijli Yojana on 29th February, 2024 to increase the share of solar rooftop capacity and empower residential households to generate their own electricity. The scheme has an outlay of Rs 75,021 crore and is to be implemented till FY 2026-27. The administrative approval was granted to the scheme vide Order No. 318/17/2024-Grid Connected Rooftop dated 16th March, 2024.

2.5 The objectives of this scheme component for Model Solar Village are as follows:

a. Solarize one village per District and promote uptake of solar rooftops in India.
b. Promote green and clean energy access to electricity in the villages.
c. Empower village communities to become more self-reliant in meeting their energy needs and help them save money on energy bills by generating electricity locally and reducing reliance on utility companies.
d. Develop 24x7 solar-powered village covering all the households and public areas that acts as a model for other villages to follow.
e. Promote technologies like solar-based home lighting systems in all households, solar based water system in the village, solar pumps for agricultural purposes and the installation of solar streetlights covering village roads and common village infrastructure.

2.6 In line with this vision, BREDA proposes to develop a Model Solar Village in each district that will serve as a benchmark for large-scale rural solarization. The selected consultant will play a crucial role in identifying the most suitable solarization approach, assessing local energy demand and supply potential, and formulating an implementation plan that ensures long-term sustainability and replicability. The study will encompass various aspects, including:

- Assessment of solar potential and energy needs of the village
- Evaluation of different solar energy technologies and models (such as rooftop solar, community solar farms, or hybrid solutions)
- Financial viability and funding options
- Regulatory and policy considerations
- Socio-economic benefits and community engagement
- Environmental impact assessment

2.7 The outcome of this consultancy will guide the BREDA in implementing a scalable and optimal model for solar villages across the region, contributing to the broader objectives of energy access, rural electrification, and environmental sustainability. Through this RFP, we invite eligible consultants to contribute their expertise in shaping a transformative solar energy project that will empower communities and drive Bihar's clean energy transition.

3. Pre-qualification Criteria for Bidders:

3.1 The Bidder must fulfil the following conditions:

Parameters	Experience Criteria	Documents need to submit
General Requirement		
Legal identity of entity	Bidder shall be a company registered in India under the Companies Act, 2013 or Limited liability Partnership registered under the LLP Act, 2008 or a Partnership Firm registered under the Partnership Act, 1932	Certificate of Incorporation or its equivalent to be submitted.
Sole entity	Bidder shall be sole entity. Consortium or Joint Ventures are not allowed.	None
Goods and Service Tax Identification Number (GSTIN)	The Bidder should have valid Goods and Service Tax Identification Number (GSTIN)	Self-attested copy GSTIN Registration Certificate.
PAN	The Bidder should have a valid PAN Number	Self-attested copy of PAN Card.
Proof of Authorization	The Bidder shall provide proof of authorization of the signing authority	Board Resolution or Power of Attorney
Blacklisting	The Bidder should not have been blacklisted/ banned/debarred/under investigation by any State Government or Central Government entity/ Public Sector Unit as on the bid submission end date.	The Bidder shall submit an undertaking on INR 1000/- stamp paper as per prescribed format.
Experience		
Technical	The Bidder should possess experience in consultancy services of drafting Feasibility Report and/ or Detailed Project Report for Solar or Wind Power Projects or any Renewable Energy Projects having minimum capacity of **at least 05 MW** in the last 05 years for Central Govt./ State Govt./ any Public Sector Undertaking or Public Sector Enterprises or any Government authority from the Proposal Due Date.	Experience Certificate (Work Order/ Work completion Certificate)
Financials	Minimum Average annual turnover of the bidder shall not be less than **INR 05 Crore** from Consulting Services during latest 3 (three) completed financial years as of Proposal due date for which audited accounts are available i.e., **FY 2024-25 FY 2023-24 and FY 2022-23 or FY 2025-26, FY 2024-25 and FY 2023-24** Positive Net-Worth during the above mentioned financial years.	Audited Balance Sheet, Profit & Loss Statements along with schedules/notes and Certification by Chartered Accountant

3.2 Minimum team qualification:

3.2.1 For effective and timely delivery of scope of services, Bidder shall submit the proposal along with the CVs fulfilling requirements as mentioned in Table below:

Sr. No.	Designation	No. of positions	Minimum Qualification	Experience
1	**Team leader**	1	Graduate in Engineering + Masters in Business Administration/ M. Tech from AICTE/ UGC recognised college/university	• Minimum 10 years of experience in Engineering /Consultancy in Power Sector with minimum 3 years of experience in Renewable Energy sector. • Minimum 3 years of experience in handling RE Projects as a Team Leader / Dy. Team Leader/ Deputy Manager or equivalent Post.
2	**Renewable Sector Expert**	1	Graduate in Electrical / Electronics Engineering or its equivalent from AICTE/ UGC recognised college/university	• Minimum 5 years of industry/ advisory/ consultancy experience in Power sector along with at least One year of experience in Solar/ Wind/Biogas or any Renewable Energy sector as an Engineer/ Project Manager or its equivalent. • Should have understanding of energy yield assessment
3.	**Power sector analysts**	4	B.E/B. Tech or its equivalent in any branch of engineering from AICTE/ UGC recognised college/university	• Minimum 3 years of experience in power sector • Experience in renewable sector would be added advantage

3.2.2 The proposed team shall necessarily be the employees of the bidding firm, which shall be mentioned in the technical bid, along with a declaration from authorized signatory. Selected Bidder shall remain solely liable and accountable for execution of the scope of services under this RFP in all manners. The Team Leader should be available in Patna for weekly progress review meetings.

4. **Technical Evaluation Criteria:**

4.1 Technical proposal of those bidders will be opened and evaluated, who qualify the Pre-Qualification criteria. The technical score of all the bidders would be calculated as per the criteria mentioned below:

<table>
<tr><th>Sl. No.</th><th>Criteria</th><th>Max Marks</th></tr>
<tr><td>A</td><td>Firm's Experience</td><td>45</td></tr>
<tr><td></td><td>(a) Bidder would be evaluated for average annual turnover from consultancy services during latest 3 (three) completed financial years as of Proposal Due Date for which audited accounts are available i.e., FY 2024-25 FY 2023-24 and FY 2022-23 or FY 2025-26, FY 2024-25 and FY 2023-24
<table>
<tr><th>Minimum Average Annual turnover (INR crore)</th><th>Marks</th></tr>
<tr><td>05</td><td>10</td></tr>
<tr><td>Above 05</td><td>Additional 2 mark for each incremental INR 05 crore till maximum marks</td></tr>
</table></td><td>20</td></tr>
<tr><td></td><td>(b) Experience of drafting Feasibility Report and/ or Detailed Project Report for Solar or Wind Power Projects or any Renewable Energy Projects having minimum capacity of at least 05 MW in the last 05 years for Central Govt./ State Govt./ any Public Sector Undertaking or Public Sector Enterprises or any Government authority as on bid submission date:
<table>
<tr><th>No. of assignments</th><th>Marks</th></tr>
<tr><td>One assignment + Minimum 05 MW Project Capacity</td><td>15</td></tr>
<tr><td>Two assignment + Minimum 10 MW Project Capacity</td><td>20</td></tr>
<tr><td>Three assignment + Minimum 15 MW Project Capacity</td><td>25</td></tr>
</table></td><td>25</td></tr>
<tr><td>B</td><td>Evaluation of team composition and expertise of key professionals meeting minimum team qualification defined above</td><td>35</td></tr>
<tr><td></td><td>(a) Team leader
· Up to minimum years of experience – 6 marks
· More than required years of experience years – Additional 2 marks
· More than the required minimum 3 years of experience of handling RE Projects as a Team Leader / Dy. Team Leader/ Deputy Manager- Additional 1 mark for each additional year of experience capped at 3 Marks</td><td>12</td></tr>
<tr><td></td><td>(b) Renewable sector expert
· Up to minimum years of experience – 4 marks
· More than required years of experience years – Additional 1 mark for each additional year of experience capped at 3 Marks</td><td>7</td></tr>
<tr><td></td><td>(e) Power sector analyst-1</td><td>4</td></tr>
</table>

Sl. No.	Criteria	Max Marks
	· Up to minimum years of experience – 3 **marks** · More than required years of experience years – **Additional 1 mark**	
	(f) Power sector analyst-2 · Up to minimum years of experience – 3 **marks** · More than required years of experience years – **Additional 1 mark**	**4**
	(g) Power sector analyst-3 · Up to minimum years of experience – 3 **marks** · More than required years of experience years – **Additional 1 mark**	**4**
	(h) Power sector analyst-4 · Up to minimum years of experience – 3 **marks** · More than required years of experience years – **Additional 1 mark**	**4**
C	**Presentation before Bid Inviting Authority**	**20**
	(a) Conceptual Clarity & Understanding of Assignment	10
	(b) Approach , Methodology and Work Plan	05
	(c) Relevant case studies	05

4.2 Evaluation of Financial Proposals

4.2.1 Ranking of bidders based on Quality cum Cost Based selection (QCBS) method will be followed for the selection of the bidders. The Financial Evaluation committee will review the detailed content of Financial Proposal. No clarification or additional information shall be sought from any bidder who has submitted a Financial Proposal. Weights given to the financial proposals will of **@40%** of total financial score. The evaluation committee will determine if the financial proposals are complete and without computational errors. Among the Financial offers are received, the lowest bid i.e., "B min" will be given a financial score "F" of 100 marks. The financial scores of all the bids will be computed as follows: Fs=100X Bmin / B (B- indicates the quoted price bid). Example It was decided to have minimum qualifying marks for technical qualifications as 70 and the weightage of the technical bids and financial bids was kept as **60:40**. In response to the RFP, 3 bidder proposals, X, Y&Z were received. The technical evaluation committee awarded them 70, 75 and 80 marks respectively. The minimum qualifying marks were 70. All the 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examine the financial proposals and evaluate the quoted prices as under:

Proposal Evaluated cost

X - Rs.120

Y - Rs.100 (F min)

Z - Rs.110

Using the formula LEC / EC, where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals: For financial score of Y we get Fs=100X F min/F (Rounded off to the nearest whole number)

Fs=100 x100 /120=83 points for financial score of X

Fs=100 x100 /100=100 points for financial score of Y

Fs=100 x100 /110=91 points for financial score of Z

4.3 **Final selection**

4.3.1 The final selection of the consultant shall be based on QCBS (Quality Cum Cost Based Selection). The technical score would be calculated first for each applicant and all the applicants who get at least 70 marks out of 100 would be considered for financial evaluation. Applicants who get a technical score of less than 70 out of 100 would not be considered for the financial evaluation.

4.2 The technical and financial scores secured by each bidder will be added using weightage of 60% and 40% respectively to compute a Composite Bid Score.

4.3 The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive bidder /successful Bidder for award of the Project. The overall score will be calculated as follows:

Bn = 0.60*Tn + 0.40 * Fn

Where,

Bn = overall score of the bidder

Tn = Technical score of the bidder (out of maximum 100 marks)

Fn = Normalized financial score of the bidder as derived as above .

Illustration:

Bidder	Technical Score (Tn)	Financial Score (Fn)	Total Score (**Bn= 0.6 * Tn+ 0.4 * Fn)**

X	70	83	75.2
Y	75	100	85
Z	80	91	84.4

Highest composite score i.e Bn shall be declared as the successful bidder.

4.4 In the event of a tie in Composite Scores, the bidder securing the higher Technical Score shall be ranked higher. If the Technical Scores are also tied, the bidder with higher marks under "Experience" shall be ranked higher. If again there is a tie then the bidder with higher marks under "Team Composition" shall be ranked higher and thereafter "Financial".

4.5 After declaration of successful bidder, LoA shall be awarded which the bidder shall have to accept unconditionally within one week of its receipt through email/hard copy. After acceptance of LoA, a contract agreement shall be executed within one week and thereafter work order shall be issued.

5.INSTRUCTIONS TO THE BIDDERS

5.1.1 Bidder must meet the eligibility criteria independently as Bidding Company. Bidder will be declared as a Technically Qualified Bidder based on meeting the eligibility criteria and as demonstrated based on documentary evidence submitted by the Bidder in the Bid**.**

5.1.2 Bid Document can be viewed from website www.eproc2.bihar.gov.in

5.2 BID SUBMISSION BY THE BIDDER

5.2.1 The information and/or documents shall be submitted by the Bidder as per the formats specified in RFP.

5.2.2 Strict adherence to the formats wherever specified, is required. Wherever information has been sought in specified formats, the Bidder shall refrain from referring to brochures /pamphlets. Non-adherence to formats and / or submission of incomplete information may be grounds for declaring the Bid as non-responsive. Each format must be duly signed and stamped by the bidder or authorized signatory of the Bidder.

5.3 BID SUBMITTED BY A BIDDING COMPANY:

The Bidding Company should designate one authorized person to represent the Bidding Company in its dealings with BREDA. The person should be authorized to perform all tasks including, but not limited to providing information, responding to enquires, signing of Bid and execution of agreement etc. The Bidding Company should submit, along with Bid, a Power of Attorney in original (as per Format-5), authorizing the signatory of the Bid.

5.4 CLARIFICATIONS AND PRE-BID MEETING

5.4.1 BREDA will not enter any correspondence with the Bidders, except to furnish clarifications on RFP Documents, if necessary. The Bidders may seek clarifications or suggest amendments to NIT/RFP in writing, through e-mail to BREDA at email breda.gov@gmail.com.

5.4.2 The Bidder(s) or their authorized representative(s) is /are invited to attend pre-bid meeting(s), which will take place on date(s) as specified in Bid information sheet, or any such other date as notified by BREDA.

5.4.2 The purpose of the pre-bid meeting is to clarify any issues regarding the RFP including issues raised in writing and submitted by the Bidders.

5.4.3 BREDA is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

5.5 AMENDMENTS TO RFP

5.5.1 At any time prior to the deadline for submission of Bids, BREDA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by issuing clarification(s) and/or amendment(s).

5.5.2 The clarification(s) / amendment(s) (if any) may be notified on website http://eproc2.bihar.gov.in.

5.5.3 BREDA will not bear any responsibility or liability arising out of non-receipt of the information regarding Amendments in time or otherwise. Bidders must check the website for any such amendment before submitting their Bid.

5.5.4 In case any amendment is notified after submission of the Bid (prior to the opening of Techno- Commercial Bid) Bidders are requested to submit fresh Bids as per the amendment.

5.5.5 All the notices related to this Bid which are required to be publicized shall be uploaded on website http://eproc2.bihar.gov.in.

5.6 BIDDING PROCESS

5.6.1 Bids are required to be submitted in online mode only on website https://eproc2.bihar.gov.in , however, cost of bidding document, bid processing fees, EMD and Undertaking (As per format 9) towards not being debarred/blacklisted in Hard copy as well.

5.6.2 The documents in hard copy shall be in single sealed cover envelope which will be super scribed as **Engagement of Consultancy Services for preparation of Detailed Project Report (DPR) for implementation of Model Solar Village Scheme in all the districts of Bihar under "Pradhan Mantri Surya Ghar: Muft Bijli Yojna in the State of Bihar".**s

5.6.3 The Bidders have the option of sending their offline documents either by registered post; or speed post; or courier; or by hand delivery, so as to reach BREDA Office by the dates mentioned in this NIT/RFP. Bids submitted by telex/telegram/fax/e-mail shall not be considered under any circumstances. BREDA shall not be responsible for any delay in receipt of the Bid. Any Bid received after the Bid Deadline shall be returned unopened. BREDA shall not be responsible for premature

opening of the Price Bids in case of non-compliance of above.

5.6.4 All pages of the documents, except for the Bid Security (EMD), and any other document executed on non-judicial stamp paper, forming part of the Bid and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid. Bidders shall submit the Bid in original, duly signed by their authorized signatory of the Bidder. No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by BREDA.

5.6.5 If the Envelope consisting the hard copies is not closed/sealed and not super scribed as per the specified requirement, BREDA will assume no responsibility for the Bid's misplacement or premature opening.

5.6.6 Envelope shall be sealed properly & shall indicate the Name & address of the Bidder. The Bid must be complete in all technical and commercial respect and should contain requisite certificates, drawings, informative literature etc. as required in the Bid document. Each page of the Bid document should be signed & stamped. Bids with any type of change or modification in any of the terms/ conditions of this document shall be rejected. If necessary, additional papers may be attached by the Bidder to furnish/ submit the required information. Any term / condition proposed by the Bidder in his bid which is not in accordance with the terms and conditions of the NIT/RFP document or any financial conditions, payment terms, rebates etc. mentioned in Price Bid shall be considered as a conditional Bid and will make the Bid invalid.

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5.7 VALIDITY OF BID

5.7.1 The bid shall remain valid for **a period of 180 days** from the **date of technical bid opening**, with the bidder having no right to withdraw, revoke or cancel his offer or unilaterally vary the offer submitted or any terms thereof. In case of the bidder revoking or cancelling his offer or varying any term & conditions in regard thereof or not accepting the Letter of Intent, BREDA shall forfeit the EMD furnished by him. ***Confirmation regarding the Bid offer's validity shall be clearly mentioned in the covering letter***.

5.7.2 In exceptional circumstances when a Letter of Award is not issued, BREDA may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended. A Bidder may refuse the request of BREDA without forfeiting its Bid Security, in such case EMD/Bid Security shall be returned. In case a Bidder accepts the BREDA request to extend the bid validity then the bidder will not be allowed to modify its Bid in any manner.

5.8 PERIOD OF VALIDITY OF CONTRACT

5.8.1 The contract shall remain valid for a period of **Six ((06) months** from the date of signing of the Contract Agreement.

5.8.2 In exceptional circumstances, validity of Contract Agreement may be extended on or before the date of expiry on mutual consent of Agency and BREDA for **another Six (06) months**. The consent and the responses shall be made in writing. If Agency/ BREDA accepts to extend the validity of Contract Agreement, the validity of Contract Performance Guarantee (CPG) shall also be suitably extended by the agency.

5.9 METHOD OF BID SUBMISSION

5.9.1 The bidders shall submit their eligibility and qualification details, financial bid etc., in the online standard formats given for respective tenders on the e-Procurement website (**www.eproc2.bihar.gov.in)** at the respective stage only.

5.9.2 The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria and other certificate /documents on the e-Procurement website.

5.9.3 The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness /authenticity.

5.9.4 Corrigendum/ Addendum, if any, will be published on the website itself.

5.9.5 Bids are required to be submitted in online mode only on website https://eproc2.bihar.gov.in , however, cost of bidding document, bid processing fees, EMD and Undertaking (As per format 9) towards not being debarred/blacklisted in Hard copy as well.

5.9.6 The Bid must be complete in all technical and commercial respect and should contain requisite certificates, informative literature etc. as required in the Bid document. Each page of the Bid document should be signed & stamped. Bids with any type of change or modification in any of the terms/ conditions of this document shall be rejected. If necessary, additional papers may be attached by the Bidder to furnish/ submit the required information. Any term / condition proposed by the Bidder in his bid which is not in accordance with the terms and conditions of the RFP document or any financial conditions, payment terms, rebates etc. mentioned in Price Bid shall be considered as a conditional Bid and will make the Bid invalid.

5.10 COST OF BIDDING

The bidder shall bear all the costs associated with the preparation and submission of his offer, and BREDA will in no case be responsible or liable for those costs, under any conditions. The Bidder shall not be entitled to claim any costs, charges, and expenses of and incidental to or incurred by him through or in connection with his submission of bid even though BREDA may elect to modify / withdraw the RFP.

5.11 EARNEST MONEY DEPOSIT (EMD)

5.11.1 **The Bidder shall furnish the Interest free EMD @ Rs. 2,00,000/-**to be paid through (Internet Payment Gateway (IPG), Challan) or Bank Guarantee from any Nationalized/ Scheduled Commercial Bank having the validity of Twelve (12) months from opening of Technical Bid. If the bidder fails to extend the EMD validity in line with the provision of this RFP, as per request by **BREDA,** then EMD may be forfeited. The EMD of unsuccessful bidders shall be returned promptly and EMD of successful bidders shall be returned after the submission of CPG.

5.11.2 The Successful Bidder shall sign the contract agreement with BREDA within

07 days from the date of receipt of e-mail from BREDA.

5.11.3 The EMD shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to BREDA under following circumstances:

a) Hundred percent (100%) of EMD amount, if a Bidder withdraws / revokes or cancels or unilaterally varies his bid/ contract in any manner during the period of Bid validity specified in the RFP document.

b) Hundred percent (100%) of the EMD amount if the Successful Bidder fails to sign the contract agreement with BREDA after receipt of mail for signing of contract agreement.

c) Hundred percent (100%) of the EMD amount if the Successful Bidder fails to furnish the "Contract Performance Guarantee as per Work Order".

5.12 CONTRACT PERFORMANCE GUARANTEE (CPG)

5.12.1 Successful Bidder or the Agency shall furnish the Contract Performance Guarantee as per Format-4 mentioned in this RFP.

5.12.2 The Contract Performance Security shall be denominated in Indian Rupees and shall be in the form of a Bank Guarantee.

5.12.3 While issuing BG applicant must mention receiver's details as ICICI Bank, IFSC: ICIC0003342, Branch- Patna Bypass, Suman Plaza near Shivam Convent School, Patna at which SFMS IFN 760 messages shall be sent by issuing bank through SFMS to establish the authenticity of issued BG.

5.12.4 The CPG shall be forfeited without prejudice to the Agency being liable for any further consequential loss or damage incurred to BREDA if the Agency is not able to complete the work as per RFP/MNRE/SNA guidelines.

5.13 Contract Performance Guarantee (CPG) will be as under

5.13.1 The Agency shall furnish Contract Performance Guarantee of **10% of the work order value** as mentioned in the work order in the form of BG (Bank Guarantee). This CPG shall be submitted within 15 days of issuance of Work Order. **No payment shall be processed / paid in case CPG as per work order has not been submitted by the agency**.

5.13.2 The Contract Performance Guarantee shall be **valid for a period of 12 (Twelve) months** from the date of issue of work order and shall be returned after satisfactory completion of all the responsibilities and obligations as per the conditions of the RFP/Contract agreement/work order.

5.14 OPENING OF BIDS & EVALUATION

5.14.1 The BREDA will open the Technical Bid on online portal in the presence of Technical Evaluation Committee members and Bidder's representatives who choose to attend the opening at the time, on the date and at the place specified in the Invitation for Bid (IFB). Bidder's representatives shall sign a register as proof of their attendance. In the event of the specified date for the opening of Bids being declared a holiday for the BREDA, the Bids will be opened at the appointed time on the next working day.

5.14.2 The technical bids shall be evaluated & compared by the Technical Evaluation Committee.

5.14.3 **It should be clearly noted that Part –I (Technical Bid) should not contain any price bid.**

5.15 RIGHT TO WITHDRAW THE RFP AND TO REJECT ANY BID

5.15.1 This RFP may be withdrawn or cancelled by the BREDA at any time without assigning any reasons thereof. The **BREDA further reserves the right,** at its complete discretion, to reject any or all the Bids without assigning any reasons whatsoever and without incurring any liability on any account.

5.15.2 **The BREDA reserve the right to** interpret the Bid submitted by the Bidder in accordance with the provisions of the RFP and make its own judgment regarding the interpretation of the same. In this regard the BREDA shall have no liability towards any Bidder and no Bidder shall have any recourse to the BREDA with respect to the selection process. BREDA shall evaluate the Bids using the evaluation process specified in Section -I, at its sole discretion. BREDA decision in this regard shall be final and binding on the Bidders.

5.15.3 **BREDA reserves its right to** vary, modify, revise, amend or change any of the terms and conditions of the Bid before submission. The decision regarding acceptance or rejection of bid by BREDA will be final & shall be binding on the bidder..

5.16 EXAMINATION OF BID DOCUMENT

5.16.1 The Bidder is required to carefully examine the Technical Specification, terms and Conditions of Contract, and other details as given in the Bid Document.

5.16.2 The Bidder shall be deemed to have examined the bid document including the agreement / contract, to have obtained information on all matters whatsoever that might affect to execute the project activity and to have satisfied himself as to the adequacy of his bid. The bidder shall be deemed to have known the scope, nature and magnitude of the work that must complete in accordance with the Bid document.

5.16.3 Bidder is advised to submit the bid based on conditions stipulated in the Bid Document. Bidder's standard terms and conditions if any will not be considered. The cancellation / alteration / amendment / modification in Bid documents by the bidder shall not be accepted by BREDA.

5.16.4 Bid not submitted as per the instructions by the bidders is liable to be rejected. Bid shall conform in all respects with requirements and conditions referred in this bid document.

Section II

GENERAL CONDITIONS OF CONTRACT

6. SCOPE OF WORK

Scope of Services for Selected Bidders:

The selected agency shall be responsible for carrying out the following activities:

6.1 Inception and Planning

6.1.1 Conduct a kick-off meeting with the State Nodal Agency (SNA).

6.1.2 Based on the finalized list of villages communicated by SNA (Maximum of 38 villages), propose and agree with SNA on timelines, reporting formats, and communication protocols.

6.1.3 Submit an Inception Report within 15 days of contract signing, including:

6.1.3.1 District-wise and village-wise survey plan

6.1.3.2 Team deployment plan

6.1.3.3 Data collection tools and templates

6.2 Site Survey and Feasibility Assessment

6.2.1 Conduct detailed site surveys in all 38 villages covering:

1. Rooftop availability (government offices, institutional and community buildings)
2. Available government or Panchayat owned land parcels for community-scale installations
3. Existing electrical infrastructure and grid connectivity
4. Water resources and biomass availability
5. Physical access, logistics and construction feasibility
6. GIS coordinates and Geo-tagged photographs of every proposed sites.

6.2.2 Assess technical feasibility for:

1. Solar PV (rooftop, ground-mounted, and community plants)
2. Battery Energy Storage Systems (BESS)
3. Hybrid and decentralized renewable energy (DRE) systems

6.3 Energy Demand and Load Estimation

6.3.1 Develop village-wise load profiles, including:

a) Distribution Transformer capacity analyzing its working/overloading/defective status

b) Identified government buildings, their rooftop area, sanctioned load, estimated potential solar capacity, etc. Ensure that the proposed capacity aligns with sanctioned load and available roof space, and specify the metering arrangement (net, gross, virtual or behind-the-meter while considering available regulatory provisions).

c) Village agriculture and livelihood activities, energy requirements, and interventions for DRE-powered applications

6.3.2 The DPR shall be prepared strictly as per the guidelines issued by Ministry Of Renewable Energy, Government Of India and

cover, but not be limited to, the following applications subject to feasibility:

a) Community Solar Power Plant
   i. Rooftop or ground-mounted systems (with or without BESS)
   ii. Supply to Panchayat Bhawan, schools, anganwadis, health centers, colleges, community halls, government offices, and livelihood clusters (or any public or government office or building located in the village).

b) Public Infrastructure Applications
   i. Solar street lighting
   ii. Solar water ATMs / RO kiosks
   iii. Power supply for community centers and digital infrastructure

c) Livelihood-Linked Solar Applications
   i. Solar-powered agro-processing units (milling, oil expellers, spice grinding, etc.)
   ii. SHG-based enterprises (sewing, weaving, dairy processing etc.
   iii. Solar cold storage, milk chillers, and food preservation systems
   iv. Solar dryers, solar cookers, and community kitchens

d) Agriculture-Focused Application
   i. Solar irrigation pumps (preferably under PM-KUSUM)
   ii. Community water supply and irrigation systems

e) Other Renewable Energy Applications
   i. Solar EV charging stations and e-rickshaw charging hubs
   ii. Biogas plants and waste-to-energy units
   iii. ICT kiosks for e-governance, telemedicine, and training
   iv. Assessment of feasibility for agro PV, floating solar, small wind, micro/mini-hydel, or hybrid systems

6.4 Livelihood Assessment and Enterprise Planning

a. Mapping of existing livelihood activities and income sources.
b. Assessment of local skills, resources, and market access.
c. Identification of new energy enabled livelihood models.

6.5 Technology Design and Innovation

6.5.1 Village specific system design and technology selection.

6.5.2 Integration of energy storage, monitoring, and control systems.

6.5.3 Justification of each proposed asset based on:

a) Actual load profile
b) Usage pattern
c) Socioeconomic benefits

6.5.4 Required augmentation of electricity distribution infrastructure

6.5.5 Development of performance monitoring and reporting framework.

6.6 Financial and Economic Analysis

6.6.1 Preparation of village wise and consolidated cost estimates of proposed interventions.

6.6.2 Capital and operational expenditure (CAPEX and OPEX) analysis.

6.6.3 Financial sustainability models, including revenue generation, if any from the assets deployed

6.6.4 Socioeconomic cost-benefit analysis.

6.7 Policy, Regulatory, and Institutional Framework

6.7.1 Compliance with MNRE guidelines and Bihar state power and energy regulations.

6.7.2 Alignment with relevant Central and State schemes.

6.8 Safety, Quality, and Maintenance Provisions

6.8.1 Ensure compliance with MNRE, DISCOM and SNA technical standards.

6.8.2 Inclusion of a minimum ten (10) year comprehensive Annual Maintenance Contract (AMC) for all assets.

6.8.3 Development of long-term O&M and asset management framework beyond the AMC period.

6.9 Capacity Building and Community Engagement

6.9.1 Identification of community ownership and entrepreneurship models to promote business models that ensure financial viability, local entrepreneurship, and reduced dependence on subsidies.

6.9.2 Assist SNA in Stakeholder Consultations including meetings with District Level Committees

7. Duration of the assignment, deliverables and payment milestones

7.1 Overall duration of the assignment would be a period of Six (6) months, from the date of contract agreement. However, for successful implementation of model solar village (MSV) program, assignment may be extended by Nodal Agency on terms and conditions agreed with Selected Bidder, as necessary.

7.2 As per approval of MNRE, Nodal Agency would issue Notice to Proceed (NTP) for every batch of up to 10 model solar villages [MSV or Project(s)]. Each batch would have following timelines and payment milestones from respective NTP, subject to a maximum of three (3) months from NTP for respective batches. The payment per batch will be arrived at based on number of villages in the batch, and fee per village based on the total fees and total number of villages.

Deliverable	Timeline	% of Proportionate Contracted Value for each batch/ NTP, payable against submission of the deliverable
Project kick-off	Within 1 week of the Notice to Proceed (NTP)	20%
Submission of survey and baselining report	Within 4 weeks of the NTP	20%
Draft DPR	Within 8 weeks from the NTP	40%
Final DPR	2 weeks (maximum extendable duration of 3 weeks) after receipt of written comments on the draft DPR from Nodal Agency.	20%

8. Other key conditions

8.1 If selected bidder fails to adhere to the timeline and failed to submit the deliverable as per the contract, a penalty of 2.5 % per week of proportionate Contracted Value for each batch/ NTP would be imposed, however, the sum of all fines, penalties, if any, on Selected Bidder under the engagement would not be more than 10% of contract value.

8.2 The aggregate liability of the Consulting entity under this Agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total fees payable to the entity hereunder. Under no circumstances BREDA has any obligation or liability to the successful bidder hereunder for any incidental, indirect, consequential or special damages incurred (including damages for lost business, lost profits or damages to business reputation), regardless of how such damages arise and regardless of whether or not a party was advised such damages might arise.

8.3 Selected Bidders would be required to have weekly cadence meeting with authorized official of Nodal Agency and update the progress as well as support required from Nodal Agency in critical matters.

8.4 SNA would be responsible for any approvals, clearances etc., including approvals from concerned district level committees (DLCs), as relevant and necessary for successful implementation of MSV projects. Selected Bidder would provide necessary support to Nodal Agency in such matters during engagement duration.

9. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of the Union of India.

10. ARBITRATION AND JURISDICTION

10.1 If any dispute of any kind whatsoever arises between BREDA and Successful bidder in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.

10.2 If the dispute and differences fail to resolved by mutual consent, the party aggrieved may serve a notice on the other party nominating a person as a sole arbitrator and the other party may or may not agree with the nomination made by the first party within Thirty days from the date of service of notice and thereafter the party aggrieved may proceed in accordance with provision of Arbitration and Conciliation Act 1996 as amended time to time.

10.3 The language of arbitration in English and the seat of arbitration will be at Patna.

10.4 If the parties have not agreed to Sole Arbitration of the Conditions of the Contract, Governing contracts the dispute/claims arising out of the contract entered into with him will be subject to the jurisdiction of the High Court of Patna.

11. FORCE MAJEURE

11.1 Notwithstanding the provisions of clauses contained in this RFP document; the contractor shall not be liable to forfeit (a) Security deposit for delay and (b) termination of contract; if he is unable to fulfil his obligation under this contract due to force majeure conditions.

11.2 For the purpose of this clause, "Force Majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by BREDA and its decision shall be final and binding on the contractor and all other concerned.

11.3 If the contractor is not able to fulfil his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. If such force majeure extends beyond six months, BREDA has the right to terminate the contract in which case, the security deposit shall be refunded to him.

11.4 If a force majeure situation arises, the contractor shall notify BREDA in writing promptly, not later than 14 days from the date such situation arises. The contractor shall notify BREDA not later than 3 days of cessation of force majeure conditions. After examining the cases, BREDA shall decide and grant suitable additional time for the completion of the work, if required.

12. LANGUAGE

All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels, and any other date shall be in English Language. The contract agreement and all correspondence between the BREDA and the bidder shall be in English language.

13. OTHER CONDITIONS

13.1 The Successful bidder shall not transfer, assign, or sublet the work under this contract or any substantial part thereof to any other party without the prior consent of BREDA in writing.

13.2 The Successful bidder shall not display the photographs of the work and not take advantage of publicity of the work without written permission of BREDA and owner of the Rooftop.

13.3 The Successful bidder shall not make any other use of any of the documents or information of this contract, except for the purposes of fulfilling the contract.

14. SEVERABILITY:

It is stated that each paragraph, clause, sub-clause, schedule, or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause, sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force & effect.

15. COUNTERPARTS:

The contract agreement under this tender may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively

shall be deemed one of the same instruments.

16. RIGHTS & REMEDIES UNDER THE CONTRACT ONLY FOR THE PARTIES:

This contract is not intended & shall not be construed to confer on any person other than the BREDA & Successful bidder hereto, any rights and / or remedies herein.

17. CORRUPT OR FRAUDULENT PRACTICES

17.1 The BREDA requires that Successful Bidders/ Contractors should follow the highest standard of ethics during the execution of contract. In pursuance of this policy, the BREDA:

defines, for the purposes of this provision, the terms set forth as follows:

17.2 "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the bid process or in contract execution; and

17.3 "Fraudulent Practice" means a misrepresentation/concealment of facts in order to influence a bid process or the execution of a contract to the detriment of the BREDA/Govt. scheme and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the BREDA of the benefits of free and open competition.

17.4 Will declare a firm ineligible/debarred, either indefinitely or for a specific period, a Govt. contract if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government/ BREDA schemes.

18. DEBARRED and BLACKLISTED

BREDA reserves the right to carry out the performance review of each Bidder from the time of submission of Bid onwards. Following would result in automatic debarment and blacklisting as the case may be:

a) Failure to achieve the objective performance criteria specified in the Contract.
b) Attempt to bribe a BREDA official.
c) Found engaging in corrupt or fraudulent practices.
d) Established misbehaviour and threatening officials of BREDA.
e) Blacklisting by other state, central utilities, or other government entities.

Blacklisting shall be for a period ranging from three to six years. Corrupt and fraudulent practices shall attract harshest punishment.

f) In the event BREDA terminates the contract in whole or in part, BREDA may procure, upon such terms and in such manner as it deems, appropriate goods or services similar to those undelivered and the successful bidder shall be liable to BREDA for any excess costs for such similar goods or services. CPG shall be forfeited after termination of the Contract. However, the SI shall continue the performance of the contract to the extent not terminated.

SECTION -III

FORMATS FOR SUBMITTING RFP

Check List

Sl. No.	Particulars of Information/ Document	Format /Annexure Number	Enclosed (Yes/No.)	Page No.
A.	**Formats to be attached with the Bid**			
1	This Check List			
2	Covering Letter	Format 1		
3	General Particulars of the bidder	Format 2		
4	Earnest Money Deposit (EMD)	Format 3		
5	Format of CPG	Format 4		
6	Letter of Authorization/ Power of Attorney	Format 5		
7	Financial Eligibility Criteria Requirement	Format 6		
8	Shareholding Certificate	Format 7		
9	Current Contract Commitments / Work in Progress.	Format 8		
10	Bidder(s) should not have been blacklisted / Debarred by any Government Department, Organization, Agency, Authority, or any Public Sector Undertaking owned by the Government as on the date for Bid submission. ***Undertaking to this effect on Rs. 1000/- Non-Judicial Stamp paper duly notarized shall be submitted by the bidder at the time of bid submission***. *Failing which the bid shall be liable to be rejected.*	Format 9		
11	DECLARATION *(Required to be submitted by the Bidder on Original Letter Head of company)*	Format 10		
12	Format of Contract Agreement	Format 11		
B.	**Documents to be attached with the Bid as Annexures in the same order as mentioned below**			
1	Business Profile of Bidder Company (Not more than one page of A4 size)	Annexure 1		
2	Certificate of Incorporation / Registration of Bidder Company	Annexure 2		
3	Attested copies of the valid Registration Certificates of GST, PAN, and all other applicable tax etc.	Annexure 3		
4	Signed and stamped copy of the Bidding Document including amendments/ clarifications, if any, issued by the BREDA.	Annexure 4		
5	MOA / AOA of companies	Annexure 5		
6	Required Experience certificates to meet the Minimum Eligibility Criteria	Annexure 6		

7	Statement of existing commitments and ongoing Govt. /PSU /MNC works along with supporting experience certificates	Annexure 7		
8	Minimum Average Annual Turnover (MAAT) of Rs. 05 Crore in the last 03 financial years (i.e. 2022-23, 2023-24 & 2024-25 or 2023-24, 2024-25 & 2025-26 as applicable). *Audited Financial Statement to this effect*	Annexure 9		
09	Income Tax Return (ITR) for the last 03 financial year (i.e. 2022-23, 2023-24 & 2024-25 or 2023-24, 2024-25 & 2025-26).	Annexure 10		
10	Board Resolution for Authorised Signatory	Annexure 11		

Format-1

Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company)

Ref. No. _____ Date: _____

From: _____(Insert name and address of Bidding Company)
_____
_____

Tel.#:
Fax#:
E-mail address#

To

The Director
Bihar Renewable Energy Development Agency
2nd Floor, "Vidhyut Bhawan" Building No- II,
Baily Road, Patna- 800021, Bihar

Sub: Bid for Engagement of Consultancy Services for preparation of Detailed Project Report (DPR) for implementation of Model Solar Village Scheme in all the districts of Bihar under "Pradhan Mantri Surya Ghar: Muft Bijli Yojna"

Dear Sir,

We, the undersigned…...[insert name of the 'Bidder'] having read, examined and understood in detail the RFP Document for **Engagement of Consultancy Services for preparation of Detailed Project Report (DPR) for implementation of Model Solar Village Scheme in all the districts of Bihar under "Pradhan Mantri Surya Ghar: Muft Bijli Yojna"** hereby submit our Bid comprising of Price Bid and Techno-Commercial Bid. We confirm that neither we nor any of our Parent Company / Affiliate/Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid RFP.

1. We give our unconditional acceptance to the RFP, dated……and RFP Documents attached thereto, issued by BREDA, as amended. This shall also be construed as a token of our acceptance to the RFP Documents including all its amendments and clarifications uploaded on BREDA website. www.eproc.bihar.gov.in

   We shall ensure that we execute such RFP Documents as per the provisions of the RFP and all provisions of such RFP Documents shall be binding on us.

2. **EMD**
   We have enclosed an EMD of Rs……. (Insert Amount), in the form of bank guarantee/ submitted online, bearing BG No/ Challan No…….. (Insert number of the bank guarantee/ challan no.) dated…… [Insert date of bank guarantee/ challan date] as per Format ……from…….. (Insert name of bank providing Bid Bond) and valid up to ……in terms of Clause ……of this RFP. The offered cumulative capacity by us

is……..MWp. (Insert total capacity offered).

3. **Processing Fee**
   We have enclosed DD/ Online payment receipt of Rs……. {Insert Amount as per bid information of this RFP}, in the form of DD no/ Online payment receipt no……..(Insert number of the DD/ Online payment receipt no) dated……[Insert date of DD/ Online payment receipt no] from ……..(Insert name of bank providing DD). Further, we have enclosed DD/ Online payment receipt of **Rs. /-** (Rs. _____only) inclusive of Service tax, in the form of DD no/ Online payment receipt no …….(Insert number of the DD/ Online payment receipt no) dated……[Insert date of DD/ Online payment receipt]
4. **Tender Document Cost**
   We have enclosed DD/ Online payment receipt of Rs……. {Insert Amount as per bid information of this RFP}, in the form of DD no/ Online payment receipt no……..(Insert number of the DD/ Online payment receipt no) dated……[Insert date of DD/ Online payment receipt no] from ……..(Insert name of bank providing DD). Further, we have enclosed DD/ Online payment receipt of **Rs. /-** (Rs. _____only) inclusive of Service tax, in the form of DD no/ Online payment receipt no …….(Insert number of the DD/ Online payment receipt no) dated……[Insert date of DD/ Online payment receipt]

5. We have submitted our Price Bid strictly as per this RFP, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said format(s).

6. In case we are a Successful Bidder, we shall furnish a declaration at the time of submission of Detailed Project Report to the affect that neither we have availed, nor we shall avail in future any subsidy other than received from BREDA for implementation of the project.

7. Acceptance
We hereby unconditionally and irrevocably agree and accept that the decision made by BREDA in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of projects of capacity offered by us.

4. **Familiarity with Relevant Indian Laws & Regulations**

We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this Bid and execute the RFP Documents, in the event of our selection as Successful Bidder. We further undertake and agree that all such factors as mentioned in RFP have been fully examined and considered while submitting the Bid.

5. We are enclosing herewith the Envelope-I (Covering letter, Processing fee and Bid Bonds) and Envelope-II (Techno-Commercial documents) containing duly signed formats, each one duly sealed separately, in one original as desired by you in the RFP for your consideration.

It is confirmed that our Bid is consistent with all the requirements of submission as stated in the RFP and subsequent communications from BREDA. The information submitted in our

Bid is complete, strictly as per the requirements stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period of 12 month from the Bid deadline. We confirm that we have not taken any deviation so as to be deemed non-responsive.

Dated the_____day of_____,20…

Thanking you,

We remain,

Yours faithfully,

Name, Designation and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution as per Clause…….is issued.

Format-2

GENERAL PARTICULARS OF THE BIDDER

Bid for Engagement of Consultancy Services for preparation of Detailed Project Report (DPR) for implementation of Model Solar Village Scheme in all the districts of Bihar under "Pradhan Mantri Surya Ghar: Muft Bijli Yojna"

1	Name of the Company	
2	Registered Office Address	
3	Telephone, Telex, Fax No	
4	E-mail	
5	Web site	
6	**Category of Bidder/Type of Organization** Registered under the Companies Act, 1956 or 2013, LLP Act 2008, Partnership Firm(*A copy of certificate of incorporation shall be furnished along with the bid in support of above).*	
7	Name of Director(s) of Company (Email IDs & contact Numbers)	(1) …… (2) ……
8	Name & designation of the authorized signatory to whom reference shall be made (with contact Number)	
9	Registration number	
	GST No.	
	PAN No.	
10	Place & State of billing	
11.	Have the contractor/firm ever been debarred by any Govt. Deptt. /Public Sector Undertakings for undertaking any work?	
12	Minimum Average Annual Turn Over of the bidder as computed during last 3 financial year.	
13	The bidder has positive net worth in the latest Financial Year. (Yes/No)	
14	Experience of the bidder in terms of capacity installed in MW (verified by any Govt. department/ organization)	
15	Name of the any close/near relative working in New & Renewable Energy Department, Bihar or BREDA	Name Designation Place of Posting Relationship
16	Reference of any document information attached by the Bidder other than specified in the RFP.	

(Signature of Authorized Signatory) With Seal

Format-3

FORMAT OF THE UNCONDITIONAL AND IRREVOCABLE BANK GUARANTEE FOR EMD

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution. Foreign entities submitting Bids are required to follow the applicable law in their country.)

In consideration of the ……. (Insert name of the Bidder) submitting the Bid *inter alia* for Response **to Engagement of Consultancy Services for preparation of Detailed Project Report (DPR) for implementation of Model Solar Village Scheme in all the districts of Bihar under "Pradhan Mantri Surya Ghar: Muft Bijli"** in response to the RFP dated *[Insert date of RFP]* issued by BREDA, (hereinafter referred to as **BREDA / Procurer(s)**) and such BREDA / Procurer(s) agreeing to consider the Bid of ……*[Insert the name of the Bidder]* as per the terms of the RFP, the (Insert name and address of the bank issuing the EMD and address of the head office) (here in after referred to as "Guarantor Bank") hereby agrees unequivocally, irrevocably and unconditionally to pay to BREDA / Procurer(s) or its authorized representative at Bihar Renewable Energy Development Agency, Akshay Urja Bhawan, BSP(H)CL Colony Patna – 800023. Bihar, India, forthwith on demand in writing from BREDA / Procurer(s) or any representative authorized by it in this behalf an amount for **Rupees** 2**,00,000/-** only, valid for the period of twelve months from the date of opening of Technical Bid, on behalf of M/s……. [Insert name of the Bidder].

This guarantee shall be valid and binding on the Guarantor Bank up to and including (Insert date of validity of EMD in accordance) and shall not be terminable by notice or any change in the constitution of the Guarantor Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted against the submission of DPR for all the districts to Rupees …….. (Rs…….) only. Our Guarantee shall remain in force until …….. [Date to be inserted by BREDA) Twelve Months from the Date of opening of Technical Bid] or its authorized representative shall be entitled to invoke this Guarantee until……..[Insert Date, Twelve Months from the Date of opening of Technical Bid].

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand from BREDA / Procurer(s) or its authorized representative, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to BREDA / Procurer(s) or its authorized representative.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes, or disparities raised by the Bidder or any other person. The Guarantor Bank shall not require BREDA / Procurer(s) or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against BREDA / Procurer(s) or its authorized representative in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Patna shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly, BREDA / Procurer(s) or its authorized representative shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by BREDA / Procurer(s) or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the BREDA / Procurer(s) and may be assigned, in whole or in part, (whether absolutely or by way of security) by the BREDA / Procurer(s) to any entity to whom it is entitled to assign its rights and obligations under the RFP Documents.

The Guarantor Bank hereby agrees and acknowledges that BREDA / Procurer(s) shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs……..… (Rs…… only) and it shall remain in force until .....[Date to be inserted Twelve Months from the date of opening of Bid], . We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if BREDA / Procurer(s) or its authorized representative serves upon us a written claim or demand.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this …….. day of …… at …….

Witness:
1Signature
Name and address.
2Signature
Name and address

Signature
Name:
Designation with Bank Stamp

Attorney as per power of attorney No. ……

For:

……. [Insert Name of the Bank]

Stamp and Full Address:
Dated this …… day of …… 20…..

Note: The Stamp Paper should be in the name of the Executing Bank.

Format-4

FORMAT FOR CONTRACT PERFORMANCE BANK GUARANTEE (CPG)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Successful Bidder (SB)) submitting the response to RFP No_____

dated…… issued by BREDA (hereinafter referred to as BREDA) and BREDA considering such response to the RFP of ……[insert the name of the Successful Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of Intent No ---------- to----------(insert the name of the Successful Bidder(SB)) as per terms of RFP and the same having been accepted by the selected SB or a Project Company, M/s ---------- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RFP, the _____ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to **BREDA, Akshay Urja Bhawan, BSPHCL Colony, Patna – 800023 Bihar, India,** forthwith on demand in writing from BREDA or any Officer authorised by it in this behalf, any amount upto and not exceeding Rupees------ [Total Value] only, on behalf of M/s _____ [Insert name of the selected Successful Bidder(SB)/ Project Company]

This guarantee shall be valid and binding on this Bank up to and including…….[*insert date of validity]*. and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs._____ only).

Our Guarantee shall remain in force until…….. BREDA shall be entitled to invoke this Guarantee till …….

The Guarantor Bank hereby agrees and acknowledges that BREDA shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by BREDA, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to BREDA.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----------[Insert name of the Successful Bidder (SB)/ Project Company as applicable] and/or any other person. The Guarantor Bank shall not require BREDA to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against BREDA in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Bihar shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly BREDA shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Successful Bidder(SB) / Project Company , to make any claim against or any demand on the Successful Bidder(SB)/ Project Company or to give any notice to the Successful Bidder(SB)/ Project Company or to enforce any security held by BREDA or to exercise, levy or enforce any distress, diligence or other process against the Successful Bidder(SB)/ Project Company .

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain in force until …….. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if BREDA serves upon us a written claim or demand.

Signature _____

Name_____

Power of Attorney No._____

Email ID_____

For
_____[Insert Name of the Bank]__

Banker's Stamp and Full Address.

Dated this ____ day of ____, 20__

Witness:

1. …….

Signature

Name and Address

2. ……..

Signature

Name and Address

Notes:

1. Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Contract Performance Guarantee (CPG) shall be executed by any of the Nationalize Bank/ schedule commercial bank.
3. While issuing BG applicant must mention receiver's details as ICICI Bank, IFSC- ICIC0003342, Branch- Patna Bypass, Suman Plaza near Shivam Convent School, Patna at which SFMS IFN 760 message shall be sent by issuing bank through SFMS to establish the authenticity of issued BG

Format-5

POWER OF ATTORNEY

(Undertaking to be on INR 1000/- non-judicial stamp paper duly notarized.)
Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of authorized signatory's authority.

Know all men by these presents, We …….
(name and address of the registered office of the Bidding Company as applicable) do hereby constitute, appoint and authorize Mr./Ms. …….. (name & residential address) who is presently employed with us and holding the position of…… as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to the RFP. No…… dated ……. issued by BREDA, Bihar including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the BREDA may require us to submit. The aforesaid Attorney is further authorized for making representations to the BREDA, Bihar and providing information / responses to BREDA, Bihar representing us in all matters before BREDA, Bihar and generally dealing with BREDA, Bihar in all matters in connection with this Bid till the completion of the bidding process as per the terms of the above mentioned RFP.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Signed by the within named…….. (Insert the name of the executant company) through the hand of Mr/Mrs.……duly authorized by the Board (vide Board Resolution No_____) to issue such Power of Attorney Dated this …… day of ……

Accepted

……..

Signature of Attorney

(Name, designation and address of the Attorney)

Attested

……

(Signature of the executant)

(Name, designation and address of the executant)

……
Signature and stamp of Notary of the place of execution
Common seal of …… has been affixed in my/our presence pursuant to Board of Director's Resolution dated…….(Board of Director's Resolution is also enclosed)

WITNESS

1. **……..**
(Signature)

Name……

Designation ……

2. **…….**
(Signature)

Name……

Designation ……

Notes:

a. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).

b. In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.

c. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

Format -6

FINANCIAL ELIGIBILITY CRITERIA REQUIREMENT
(To be submitted on the On the Letter Head of the Chartered Accountant Firm)

To,

The Director
Bihar Renewable Energy Development Agency
Akshay Urja Bhawan, BSP(H)CL Colony
Patna- 800023, Bihar

Sub: Bid for " **Engagement of Consultancy Services for preparation of Detailed Project Report (DPR) for implementation of Model Solar Village Scheme in all the districts of Bihar under "Pradhan Mantri Surya Ghar: Muft Bijli Yojna"** in response to the RFP No: _____ dated: _____

Dear Sir,

We certify that the Financially Evaluated Entity(ies) had a Minimum Average Annual Turnover (MAAT) as follows:

Year	Amount in INR
Average Annual Turnover	

Minimum Average Annual Turnover (MAAT) of Rs. _____ Crore in the last 03 financial years (i.e. 2022-23, 2023-24 & 2024-25 or 2023-24, 2024-25 & 2025-26).

We certify that the Financially Evaluated Entity (ies) had a Net Worth as follows:

Net Worth during last three Financial Year (i.e. 2022-23, 2023-24 & 2024-25 or 2023-24, 2024-25 & 2025-26)

Year	Amount in INR

(Signature and stamp (on each page) of Chartered Accountant/ Statutory Auditors of Bidding Company.

Name of the Chartered Accountant Firm_____
Name of the Chartered Accountant_____
Designation_____
Registration Number of CA Firm_____
Membership Number_____
UDIN_____
Signature_____
Seal of Chartered Accountant_____
Date _____

Format-7

(Shareholding Certificate)

Name of the Equity Holder	Type and Number of shares owned	% of equity holding	Extent of Voting Rights

(Signature of Authorized Signatory & Company Secretary)

With Seal

Stamp and Signature of the Company Secretary / Chartered Accountant

Format-8

Current Contract Commitments / Works In Progress
(On the Letter Head of the Firm)

Name of the Contract	Owner's Name	Value of Outstanding Work in INR	Expected Completion Date
1	2	3	4
1.			
2.			
3.			
4.			
5.			

Signature_____

Seal of Bidder Company

Name _____

Designation _____

Date _____

Format-9

UNDERTAKING TOWARDS NOT BEING BLACKLISTED

(On 1000/- Rs. Non-Judicial Stamp Paper)

I, _____ Authorized Signatory of M/s _____ hereby give undertaking that we, as a company are not blacklisted/ debarred/ banned by any Central/ State Government/ Semi-Government Organization/ Public Sector Undertaking in India as on date of submission of bid.

Further, if the information furnished above stands false at any stage, we shall be completely liable for actions taken by BREDA as per terms & conditions of the tender including disqualification and exclusion from future contracts/assignments.

(Signature of Authorized Signatory)

Name:
Designation:
Seal:

DECLARATION

(Required to be submitted by the Bidder on Original Letter Head of company)

We have carefully read and understood the enclosed Terms and Conditions of the RFP and agree to abide by them.

We declare that we are (please specify & tick mark the relevant point(s) and cross the others):

1. We solemnly undertake that the responsibility of execution of the Work as per the terms and conditions of the RFP/ Contract Agreement shall be entirely ours.
2. We declare that we have not taken any support from any of the independent Consultant or Consulting Agency who is associated with BREDA in any form while preparing RFP.
3. We declare that we have not been Blacklisted or otherwise for any Supply of Goods / Services / Works by any Ministry / Department / PSU of Central Government / Any of the State Government(s), anytime / anywhere in the Country Debarred or have failed to execute any previous work of BREDA.

If this Declaration is found to be incorrect or if any RFP Condition is found violated by us, then without prejudice to any other action our Bid Security / Security Deposit may be forfeited in full and the Proposal to the Extent of Acceptance / anytime during Execution of Assignment may be cancelled.

(Signature of Authorized Signatory)

(Name & Designation in block letters)

Seal

FORMAT 11

Draft Contract Agreement

Contract No._____ **Dated: -**

This agreement is made and entered into _____ day of _____ month of year **2024** between **Bihar Renewable Energy Development Agency**, a state nodal agency registered under Societies Registration act 1860, having its office at Akshay Urja Bhawan, BSPHCL Colony, Patna-800023(Bihar) (hereinafter referred to as Owner", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the ONE PART

And

_____ having its office at _____, (hereinafter referred to as the "Contractor" which expression shall, unless repugnant to the context or meaning thereof) include its successors, administrators and assigns) of the OTHER PART.

WHEREAS the Owner, desirous of associating with the Contractor for **Engagement of Consultancy Services for preparation of Detailed Project Report (DPR) for implementation of Model Solar Village Scheme in all the districts of Bihar under "Pradhan Mantri Surya Ghar: Muft Bijli Yojna"** on the terms and conditions contained in the Bidding Documents and amendments of the clarifications in respect thereof issued by the Owner in response to Invitation for Bid (IFB): **RFP No**: **BREDA/TENDER/MSV/PMSG:MBY/3/2026-27**

AND WHEREAS the Contractor had submitted its Bid for the said Project under **RFP No**: **BREDA/TENDER/MSV/PMSG:MBY/3/2026-27** Dated_____ and the clarification / confirmations given through all its subsequent communications (All put together are hereinafter referred to as the "Bid").

NOW THEREFORE THIS AGREEMENT WITNESS AS UNDER:

Article - 1.0 – Definition

In this Agreement, the word and expression shall have the same meaning as are respectively assigned to them in the Contract Documents specified hereunder, attached herewith, which form an integral part of this Contract Agreement. This Agreement together with all the Documents attached therewith is referred to as the Contract for all intent and purpose of the aforesaid Project.

Article - 2.0 - Date of Commencement of Contract

This Contract has come into force with effect from _____ i.e. from the date of the signing of this contract agreement.

Article - 3.0 - Contract Documents

The Contract shall be performed strictly as per the terms & conditions stipulated herein and in the following documents attached hereto (hereinafter referred to as "Contract Documents"):

I. The Contract Agreement between the Owner and the Contractor and the attachments there to (This Contract Agreement).
II. Letter of Intent to the execution of Contract Agreement between the Owner and the Contractor (Appendix I).
III. Corrigendum to the RFP including & clarifications issued by the Owner in response to queries raised by contractor (Appendix II).
IV. TENDER DOCUMENTS (Appendix III)
V. Designs and Drawings (Appendix IV)
VI. Bid submitted by the Successful Bidder (Appendix V).

The above Contract Documents shall form an integral part of this agreement. If there is an ambiguity or discrepancy or conflict within the Contract Documents, the priority of the Documents shall be in the order in which the Contract Documents are listed above. All Documents forming part of the Contract Documents are intended to be corrective, complementary and mutually explanatory. The Contract shall be read as a whole.

The provisions relating to Arbitration and Jurisdiction are specified in clause no-3.30 of RFP Document. In case of any- conflict amongst Contract Documents, the decision of the Owner shall be final & biding on the Contractor.

Article - 4.0 – Scope of Work

The detailed scope of work of the Contractor, under the Contract has been brought out in the Contract Documents. However, the above scope of work of the Contractor shall also include such items of work as may not have been specifically brought out in the said Contract Documents but as may be necessary for the safe and successful completion of the various items of work envisaged as per good engineering practice and recognized principles. The approved contract price is for the entire scope of supply & services. TDS deduction, as applicable, would be levied by BREDA.

Article - 5.0 – Contract Rate

The Contract Rate under this Contract shall be the discovered L1 rates for the corresponding kWp capacities of the Grid Connected Roof Top Solar Power Plants ranging from 1 kWp to 500 kWp, for the total allotted capacity of _____ MWp which are as mentioned below:

The rates shall be inclusive of all taxes, duties, levies, fees, etc. The rate shall remain fixed and firm and shall not change on any account whatsoever, for the duration of the Contract. BREDA will not pay anything over and above this rate unless as otherwise specified. All the matters relating to the payments to the Contractor shall be as per the Terms & Conditions and subject to the requirements as specified in the said Conditions of Contract of tender no. - **RFP No**: **BREDA/TENDER/MSV/PMSG:MBY/3/2026-27**

Article - 6.0 – Contract Schedule

Time is the essence of Contract and shall be strictly adhered to. The Contractor shall so organize its resources and perform its work as to complete it within a period of 150days from the date of issuance of particular work order and as per the Projects Completion Schedule forming part of the Bid submitted by the Contractor subject to further modifications /changes as may be mutually agreed to between the BREDA and the Contractor.

Article – 7.0: Termination of Contract

BREDA may terminate the Contract with immediate effect by written notice in the event of the Contractor's failure to perform its obligations, failure to meet performance standards, persistent default, breach of any material terms of the Contract, insolvency, bankruptcy, or engagement in fraudulent or corrupt practices. Upon termination, the Contractor shall immediately hand over charge of the Plant, all documents, records, tools, and assets related to the Project to BREDA in good order, and BREDA shall be entitled to engage any third party for continuation of O&M services at the **risk and cost of the Contractor**, without prejudice to BREDA's other rights and remedies under the Contract or applicable law. Termination shall not affect rights or obligations accrued prior to the effective date of termination.

Article - 8.0 – Arbitration and Jurisdiction

I. If any dispute of any kind whatsoever arises between BREDA and Successful bidder in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent.

II. If the parties fail to resolve, such a dispute or difference by mutual consent, then the dispute shall be referred by either party by giving notice, not less than 30 (Thirty) days, to the other party in writing of its intention to refer to arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given. Any dispute, in respect of which a notice of intention to commence arbitration has been given, shall be finally settled by arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996.

III. If the parties have not agreed to Sole Arbitration of the Conditions of the Contract, Governing contracts the dispute/claims arising out of the contract entered into with will be subject to the jurisdiction of the High Court of Patna.

This Contract is executed in English Language in two copies, each party receiving one set and both the sets are authentic.

IN WITNESS WHEREOF the Parties through their duly authorized representatives have signed this agreement on the day, month and year mentioned herein of before.

Witness-1	**(Bihar Renewable Energy Development Agency)** **(Authorised Person Name)** **(Company Seal)**
Witness-2	**(Contractor)** **(Authorised Person Name)** **(Company Seal)**