

## Tender

Open tenders are invited for Design, Supply, Installation and Commissioning of Off-Grid Rooftop Solar PV Power Plant of capacity 10KW at **A.S. (P.G.) College, Mawana (Meerut)** Please Submit your tenders in the office till September 10<sup>th</sup> 2018. Tenders will open on 11.09.2018 at 12 Noon in Principal Office in front of tenderer. For details visit website **[www.aspgmawana.org](http://www.aspgmawana.org)** or contact office

**Secretary/Principal**

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**Secretary/Principal**

# **PART-I**

## **GENERAL DETAILS**

**A.S. (P.G.) College, Mawana (Meerut)**  
Meerut Road Opposite LIC Office  
Mawana (Meerut) UP-250401  
Email id – aspgcollege@gmail.com

**Tender Notice No. :01/2018 Dated : 01-09-2018**

Open tenders are invited from all eligible manufacturers/Supplier/experienced contractors for Design, Supply, Installation, commissioning and AMC of Off-grid Roof-top Solar Power Plant 10 KW at A.S. (P.G.) College, Mawana (Meerut).

The detailed notice, eligibility criteria and tender document can be seen/downloaded from website. The undersigned reserves all the rights to reject any or all the tenders without assigning any reason.

FROM :- (Full name and address of the tenderer)

M/s.....  
.....  
.....  
.....

To,

Principal,  
A.S. (P.G.) College  
Mawana (Meerut)

**Subject: - Offer in response to Tender Notice No. ....**

Sir,

We hereby submit our offer in full compliance with terms & conditions of the attached tender in Part-I & Part-II.

(Signature of Tenderer)

Seal

**DECLARATION BY THE  
TENDERER**

I/We .....(Hereinafter referred to as Tenderer) being desirous of tendering for the work, under this tender and having fully understood the nature of the work and having carefully noted all the terms and conditions, specifications etc. as mentioned in the tender document do hereby declare that-

1. The tenderer is fully aware of all the requirements of the tender document and agrees with all provisions of the tender document and accepts all risks, responsibilities and obligations directly or indirectly connected with the performance of the tender.
2. The tenderer is fully aware of all the relevant information for proper execution of the proposed work, with respect to the proposed place of works/ site, its local environment, approach road and connectivity etc. and is well acquainted with actual and other prevailing working conditions, availability of required materials and labour etc. at site.
3. The tenderer is capable of executing and completing the work as required in the tender and is financially solvent and sound to execute the tendered work. The tenderer is sufficiently experienced and competent to perform the contract to the satisfaction of A.S. (P.G.) College, Mawana Authority(\*). The tenderer gives the assurance to execute the tendered work as per specifications, terms and conditions of the tender on award of work.
4. The tenderer has no collusion with other tenderers, any employee of ASC or with any other person or firm in the preparation of the tender.
5. The tenderer has not been influenced by any statement or promises by ASC or any of its employees but only by the tender document.
6. The tenderer is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
7. The tenderer has never been debarred from similar type of work by any Government undertaking /Department. (An undertaking on Stamp paper in this regard shall be submitted)
8. The tenderer accepts that the earnest money may be absolutely forfeited by ASC if the tenderer fails to sign the contract or to undertake the work within stipulated time.
9. This offer shall remain valid for acceptance for 6 (Six) months from the proposed date of opening of the Tender.
10. All the information and the statements submitted with the tender are true.

(Signature of Tenderer)

SEAL

# **PART-2**

## **INSTRUCTIONS TO TENDERERS**

## **SECTION 1**

The tenderer shall provide sufficient documentary evidences to satisfy the following conditions that the tenderer:

- (a) Is an indigenous manufacturer/supplier of the Solar P.V. Module or Battery or PCU and experienced contractor in the field of Solar P.V. Power Plant.
- (b) Has established quality assurance systems and organization designed to achieve high level of equipment reliability in manufacturing of the Solar Systems.
- (c) Has adequate financial stability and status to meet the financial obligations pursuant to the scope of work. (The firm must have annual turnover of minimum 30 Lacs during last two years.)
- (d) Has experience of Design, manufacturing, supply, installation and maintenance/after sale services in the field of Off-Grid Solar PV Plants of more than 10 KW cumulative capacities in the last two years. The details must be submitted in the Performa given in tender section of tender document with proof.
- (e) The tenderer should have completed a single work for the installation, testing and commissioning of Similar or above Size Solar P.V. Power Plant.
- (f) Has adequate field service setup to provide good after sale services including necessary repair and maintenance.
- (g) Has valid Test Certificate of the Solar PV Power Plant as specified and required in the Technical- Bid of this tender document.

The above stated requirements are compulsory to be fulfilled by the tenderer and Purchase committee of ASC may also ask for any additional information as may be deemed necessary in public interest.

## **SECTION 2** **THE TENDER** **DOCUMENT**

### **2.1 CONTENT OF TENDER DOCUMENT**

2.1.1 The tender procedure and contract terms are prescribed in the tender document. In addition to the invitation of tender, the tender document includes the various other documents as given .

2.1.2 The tenderer is expected to examine all instructions, terms and conditions, specifications, forms and formats etc as mentioned/ enclosed in the tender document. Failure to furnish all information required in the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the tenderer's risk and is likely to result in out-right rejection of the tender.

### **2.2 INFORMATION REQUIRED WITH THE PROPOSAL**



- 2.2.1 The tender must clearly indicate the name of the manufacturer, the types and model & make of each principal item of equipment proposed to be supplied. The tender may also contain details of specifications and other comprehensive descriptive materials in support of technical specifications.
- 2.2.2 The above information may be provided by the tenderer in the form of separate sheets, specifications, catalogues etc.
- 2.2.3 Any tender not containing sufficient descriptive material to describe the proposed equipment may be treated as incomplete and hence may be rejected. Such descriptive materials and specifications submitted by the tenderer will be retained by Purchase committee of A.S. (P.G.) College, Mawana. Any deviations from these will not be permitted during the execution of contract, without specific written permission of the committee.

### 2.3 CLEARIFICATION OF TENDER DOCUMENT

2.3.1 Any prospective tenderer requiring any clarification on the tender document regarding various provisions/ requirements/ preparation/ submission of the tender, may contact the committee in writing by letter or fax/ email within one week (7 days) from the date of publication/up-loading of tender at Website. Queries received later shall not be entertained.

2.3.2 Verbal clarifications and information's shall not be entertained in any way.

### 2.4 AMENDMENTS IN TENDER DOCUMENT

2.4.1 At any time prior to the due date for submission of the tender or even prior to the opening of the tender, the purchase committee may for any reason, whether at its own initiative or as a result of a request for clarification/ suggestion by a prospective tenderer, amend the tender document by issuing a notice.

2.4.2 The amendments will be notified on the website at least 3 days before the proposed date of submission of the tender. The Committee will bear no responsibility or liability arising out of non- receipt of the information in time or otherwise. If any amendment is required to be notified within 3 days of the proposed date of submission of the tender, the last date of submission shall be extended for a suitable period of time..

## **SECTION 3 PREPARATION OF TENDER**

### 3.1 LANGUAGE OF TENDER AND MEASURE

The tender prepared by the tenderer along with all the related documents shall be in English or Hindi. Any printed literature furnished by the tenderer may be in another language so long as it is accompanied by an English translation of its pertinent passages. Unit measurements shall be metric in accordance with International System. All correspondence between the tenderer and ASC shall also be in English.

### 3.3 PERIOD OF VALIDITY OF TENDER

3.3.1 Validity of the offer should be Six (06) months from the proposed date of opening of the

Tender. Tenders without this validity the will be rejected.

- 3.3.2 In exceptional circumstances, the committee may solicit the consent of the tenderers to an extension of the period of validity of offer. The request and the response there of shall be made in writing.

#### 3.4 FORMATS AND SIGNING OF TENDER

- 3.4.1 The tender must contain the name and places of business of the firm/person/persons participating in the tender and must be signed and sealed by the tenderer with his usual signature. The name and designation of all persons signing the tender document should be written below every the signature. Tender by a partnership firm must be furnished with full name of all partners with a copy of partnership deed.

- 3.4.2 The original copy of the tender should be typed or written in indelible ink and must be signed with the legal name of the corporation/ company by the President/ Managing Director/ Secretary of the firm or a person duly authorized. In case of authorized person the letter of authorization by written power-of-attorney should be enclosed with the tender. The person or persons signing the tender shall initial all pages of the tender document.

- 3.4.3 The tender shall contain no interlink actions, erasers or overwriting except as necessary to correct the errors made by the tenderer in the preparation of tender. The person or persons signing the tender shall also sign at all such corrections.

#### 3.5 PRICE AND CURRENCIES

The tenderer shall submit his rates in Indian Rupees only, on the format for Financial Bid attached to this tender document. The rates should include all applicable taxes, duties & surcharges.

## **SUBMISSION OF TENDER**

4.1 By post or by hand.

4.1.1 The tender must be complete in all technical and commercial respect and should contain requisite certificates, in the tender document.

4.1.3 Any term/condition proposed by the tenderer in his technical bid which is not in accordance with the terms and conditions of the tender document or any financial conditions, payment terms, rebates etc. mentioned in financial bid shall be considered as a conditional tender and will make the tender invalid.

4.2 **DEADLINE FOR SUBMISSION OF TENDER**

4.2.1 Tender must be received by A.S. (P.G.) College, Mawana till the date & time of submission as specified in tender document.

# **PART-3**

## **GENERAL CONDITIONS OF CONTRACT**

## GENERAL CONDITIONS OF CONTRACT

### 1. COMPLETION PERIOD

1.1 The total work assigned to the contractor through a work order shall have to be completed within **20 days from the date of work order**. The work shall have to be completed within time and shall be binding on the contractor. In case of any urgency, the contractor may be asked to complete the work even earlier and contractor will be bound to fulfill the requirements.

1.2 In case the contractor fails to execute the said work or related obligations within stipulated time, the committee will be at liberty to get the work executed from the open market at the risk and cost of the contractor, without calling any tender and without any notice to the contractor. Any additional cost incurred by college during such execution of the work shall be recovered from the contractor.

1.3 If the cost of executing the work as aforesaid shall exceed the balance payments due to the contractor and the contractor fails to make good the 'additional cost', A.S.(P.G.) College, Mawana may recover it from the contractor's pending claims against any work in A.S.(P.G.) College, Mawana or in any other lawful manner. All risks & responsibilities related to the execution of the said work and fulfillment of related obligations directly or indirectly connected with the performance of the contract shall be the sole responsibility of contractor.

1.4 The calculation of aforesaid 'additional cost' will be finalized by the A.S.(P.G.) College, Mawana at its sole discretion. The contractor shall have no right to challenge the mode or amount relating to calculation at any forum. For completion of the work through any other agency, in case some changes are required in terms and conditions of the contract; the contractor shall not have any right to challenge the decision of A.S.(P.G.) College, Mawana.

### 2. LIQUIDATED DAMAGES

If the contractor fails to perform the work within the time periods specified in the work orders or within the extended time period if any, A.S.(P.G.) College, Mawana shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damage, a sum equivalent to 1% of the price of the un-performed work/ services for each week of delay until actual completion of work, up to a maximum deduction of 10%. Once the maximum is reached, A.S.(P.G.) College, Mawana may consider termination of the contract.

### 3. PERFORMANCE SECURITY??

The amount of the earnest money (FDR/CDR/TDR) against 5% performance security amount deposited at the time of placement of work order shall be forfeited in case of breach of any term or condition by the contractor. If required, the other balance payments may also be forfeited, depending on the liabilities on the part of the contractor.

#### 4. QUALITY, WARRANTEE/ GUARANTEE AND ANNUAL MAINTENANCE

- 4.1 The contractor shall warrant the Solar PV Power Plant as per applicable standards of quality. Anything to be furnished shall be new, free from all defects and faults in material and workmanship. The manufacture shall be in accordance with the specified technical parameters and should be of the highest grade and consistent with established and generally accepted standards for material. It shall be in full conformity with the drawing or samples if any and shall operate properly if operable.
- 4.2 After erection of the Solar PV Power Plant at site, the contractor shall ensure satisfactory performance of the equipment's for a period of time as specified in the scope of work.
- 4.3 The contractor shall rectify defects developed in the Systems within Warrantee/operation/maintenance period promptly. In case the contractor does not rectify the defects within 7 days of the receipt of complaint, A.S.(P.G.) College, Mawana may restore the System in working condition on contractor's expenses.
- 4.4 Frequent and unjustified delays in rectifying defects may lead to cancellation of the contract, recovery of losses and imposing of additional penalty. In such circumstance A.S.(P.G.) College, Mawana shall have the full liberty to recover the losses/penalty from the contractor pending claims, EMD/ performance security deposit or in other law full manner. The amount of losses/penalty shall be decided by Project officer A.S.(P.G.) College, Mawana and will be binding on the contractor.

#### 5. STANDARDS

The goods supplied and works executed under this contract shall conform to the standards mentioned in the technical specification and where no applicable standard is mentioned, the latest version of Indian Standard Institution or Bureau of Indian Specification shall be applicable.

#### 8. INSPECTION AND TESTS

- 8.1 A.S.(P.G.) College, Mawana or its duly authorized representatives shall have the right to inspect and /or to test the goods to confirm their quality according to the contract and shall have access to the contractor's works premises and the power to inspect and examine the materials and workmanship of the various components of Solar PV Power Plant at all reasonable times during their manufacture.
- 8.2 The contractor shall inform A.S.(P.G.) College, Mawana through a written notice regarding any material being ready for testing at least 7 days in advance. The conditions of contract and/or the technical specifications shall specify what inspections and tests shall be conducted by A.S.(P.G.) College, Mawana. All the arrangements of necessary equipment and expenses for such tests shall be on the contractor's account excluding the expenses of the inspector.

- 8.3 A.S.(P.G.) College, Mawana Inspector, unless the witnessing of the tests is virtually waived off, will inspect and attend such test within 7 days from the date on which the equipments are notified as being ready for test /inspection.
- 8.4 A.S.(P.G.) College, Mawana shall within 7 days, give written notice to the contractor, about any objection regarding the quality of the system. The contractor shall either make the necessary modifications to remove the cause of such objection or shall clarify the objections in writing if modifications are not necessary to comply with the contract.
- 8.5 After satisfactory testing of the systems during inspection, A.S.(P.G.) College, Mawana Inspector shall issue of dispatch clearance for the supply of material at site.
- 8.6 The inspection by A.S.(P.G.) College, Mawana and issue of dispatch instruction there on shall in no way limit the liabilities and responsibilities of the contractor in respect of the agreed andspecified quality. Nothing in clause 8 shall in any way relieve the contractor from any Warrantee or other obligations under this contract.
- 8.7 In Case any time the system is not found in accordance with the required technical specifications, the work order(s) Shall be canceled and all the payments made by ASC to the contractor shall be recovered. Such contractor shall also be blacklisted from participating in any tender in ASC in future. MNRE and other State Nodal Agencies of MNRE shall also be informed for the necessary action against such contractor.

11. TRANSPORTATION

The contractor is required to deliver the goods at various locations as defined in the scope of work.

15. DUTIES AND TAXES

The rates/ prices mentioned in the price-schedule include all applicable taxes, duties & surcharges. No additional payments shall be made by ASC on this account.

16. PATENT RIGHT AND ROYALTIES:

The contractor shall indemnify ASC against all third party claims of infringement of patent, royalties, trademark or industrial design rights arising from use of the goods supplied/ installed by the contractor or any part thereof.

17. RIGHT TO VARY QUANTITIES

ASC reserves all the rights to increase or decrease the quantity of goods mentioned in the contract, at the time of placement of orders without any change in price or other terms and conditions.

18. LOCAL CONDITIONS

18.1 It will be imperative on contractor to have full information of all local conditions and factors which may have any effect on the execution of the

works. The contractor shall be deemed to have collected all the relevant information regarding the proposed place of works/ site, its local environment, approach road and connectivity etc. and be well acquainted with actual working and other prevailing conditions.

18.2 If required, the contractor should pre-visit the site before starting the work. ASC shall not entertain any request of contractor for clarifications related to such local conditions and shall bear no responsibility in this regard.

19. TOOLS & TACKLES

The contractor shall provide all necessary tools & tackles for proper execution of work and operation/ maintenance of systems after installation. ASC shall in no way, responsible for supply of any tools & tackles.

20. TERMINATION FOR DEFAULT

ASC without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, may terminate the contract in whole or in part:

21.1 If the contractor fails to deliver the Services within the allocated time period(s).

21.2 If the contractor fails to perform any other obligation(s) under the contract. However in the event of termination of the contract in part, the contractor shall continue performance of the contract to the extent not terminated.

21. TERMINATION FOR INSOLVENCY

ASC may at any time terminate the contract by giving written notice to the contractor without compensation to the contractor if he becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to ASC.

22. TERMINATION FOR CONVENIENCE

A.S.(P.G.) College, Mawana may vide a written notice sent to the supplier; terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the purchaser's convenience in the interest of A.S.(P.G.) College, Mawana.