

Tender Document for

Selection of Third Party Inspection (TPI) Agency for inspection of Solar PV Panels at factory located in Maxicali, Mexico.

Tender No: TCIL/CIVIL/REC/2020/01

Date of Issue: 12.06.2020

Issued By:

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SECTION-1

NOTICE INVITING TENDER

Electronic tenders are invited from eligible bidders for “**Selection of Third Party Inspection (TPI) Agency for inspection of Solar PV Panels at factory located in Maxicali, Mexico.**”.

Telecommunications Consultants India Limited (TCIL) is a Govt. of India Enterprise. TCIL has been appointed as a Project Management Consultant for “Construction of Rural Electrification Corporation (REC) world HQ at Sector 29, Gurugram, Haryana (India). “Rural Electrification Corporation (REC)” has proposed to build a minimum 964 kWp Solar Roof Top Power plant using Solar PV modules by means of clean and environmental friendly non-conventional renewable power plant at the roof with an available area of 7760 sqm at its site in Gurgaon, Haryana, India. Solar PV module of Sun Power make of capacity 345 Wp, the Solar PV Panels will be manufactured at Sunpower Mexicali, Mexico factory. The bid is called from a Third Party Inspection (TPI) Indian agency having experts and office at Mexico and capable of conducting the inspections.

1.1 IMPORTANT DATES

Date of Posting of NIT on TCIL’s Website & CPP Portal:	12.06.2020
Start Date of Procurement of tender documents:	12.06.2020
Last date & time for seeking clarification, if any:	16.06.2020, 1400 hrs
Last date & time for submission of Bids:	18.06.2020, 1500 hrs
Opening of Technical Bid (Part-I):	18.06.2020, 1600 hrs
Opening of Financial Bid (Part-II):	To be notified later

Bidders are advised to visit the TCIL website and CPP Portal regularly for updates/amendments, if any.

1.2 ELIGIBILITY CRITERIA

- a) The bidder should be a company registered and incorporated in India under the Indian Companies Act 1956 or 2013 as the case may be.
- b) The bidder should have an average annual financial turnover during the last three years ending 31st March 2020 not less than Rs 2,50,000/- (bidder to submit Annual Report, i.e. Balance Sheet and Profit & Loss Account, for the last three financial years). (For MSEs & SMEs, the average annual turnover requirement under this clause is Rs. 2,00,000 /-).
- c) The bidder should have successfully completed the Similar Works, during last three (03) years ending 31.05.2020, and should be as following:-

One similar work for any State Government / Central Government/TSP of value not less than Rs. 4,00,000/- (for MSEs & SMEs: Rs. 3,50,000 /-).

OR

Two Similar works for any State Government / Central Government/TSP of value not less than Rs. 2,50,000/- (for MSEs & SMEs: Rs. 2,00,000 /-).

OR

Three Similar works for any State Government / Central Government/TSP of value not less than Rs. 2,00,000/- (for MSEs & SMEs: Rs. 1,50,000 /-).

‘Similar work’ means bidder must have been involved in **inspection of Solar PV Panels**.

The bidder should submit supporting document, i.e. work order and completion certificate from client and supporting document.

- (i) The bidder should have a valid PAN and GST Registration of India.

- (ii) The bidder should have local presence in Mexico, i.e. an office set-up & experts for inspection works in Mexico.
- (iii) The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. An undertaking by the bidder should be submitted.
- (iv) The bidder should not have been blacklisted by any Government – Central or Provincial or any of its agencies. “No-Conviction Certificate” by the bidder should be submitted.

Note:

- (i) All the documents/certificates/information submitted by the bidder against the tender must be genuine. In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, action as deemed fit may be initiated by TCIL at its sole discretion.
- (ii) Bids by Consortium/JV are NOT ALLOWED.
- (iii) Bidders are required to submit compliance statement for all terms and conditions of the tender document.

1.3 BID SECURITY (EARNEST MONEY DEPOSIT)

Earnest Money of **Rs. 10,000/- (Rupees Ten Thousand only)**, valid for a period of 180 days from date of bid opening, shall be submitted in the form of Demand Draft payable at New Delhi/Delhi or Bank Guarantee, in the format given in this tender document, from a Scheduled Bank having branch in New Delhi/Delhi, in favor of “Telecommunications Consultants India Limited” along with the bid.

Bids received without EMD or inadequate EMD shall be summarily rejected.

Bank Guarantee to be submitted in the prescribed format (Section-7) from a SFMS enabled Scheduled Commercial Bank through SFMS Platform. Details of beneficiary for issue of BG under SFMS Platform are as below:-

Name Of Beneficiary and its Details	Name	Telecommunications Consultants India Limited
	Address	TCIL Bhawan, Greater Kailash-1, New Delhi-110048
Name Of Beneficiary Bank and its Details	Name	ICICI Bank Limited
	Address	9-A PHELPS Building, Connaught Place, New Delhi-110001
	IFS Code	ICIC0000007

Alternatively, BG can also be submitted in physical form from a Scheduled Commercial Bank through its Delhi Branch only.

1.4 TENDER FEES

Tender document fee of Rs. 400/- (Rupees Four Hundred only) + 18% GST shall be submitted in the form of Demand Draft drawn in favour of “Telecommunications Consultants India Limited” along with the bid.

Bids received without Tender Fees or inadequate Tender Fees shall be summarily rejected.

Micro and Small Enterprises registered with the NSIC/MSME are exempted from submission of EMD/Tender Fees on production of requisite proof in the form of valid certification from NSIC/MSME etc. for the tendered item/services in accordance to the MSME Act. Micro and Small Enterprises having Udyog Aadhaar Memorandum are also entitled for the above exemption for which submission of valid Memorandum certificate is mandatory.

Startups Medium Enterprises (SMEs) registered with DIPP are exempted from submission of EMD/Tender Fees on production of requisite proof in the form of valid certification from DIPP for the tendered item/services.

Bidders must ensure regarding the exemption on their certificate from the concerned organization. Bid received with MSME/NSIC/DIPP certificate which is not valid for exemption of EMD/Tender Fees will be summarily rejected.

1.5 CONTACT INFORMATION

Project Division:

Smt. Indu Mathur, Group General Manager (REC Project)

Telephone: +91 9868393778

e-mail: ggm.rec@gmail.com

Civil Division:

Sh. Rohit Arora, General Manager (Civil)

Tel: +91 9910127592

e-mail: rohit.arora.r@gmail.com

Rohit Arora
General Manager (Civil)

END OF SECTION-1

SECTION-2

INSTRUCTIONS TO BIDDERS

2.1 INTRODUCTION (DEFINITIONS)

- a) “Purchaser” means Telecommunications Consultants India Ltd. (TCIL), its Head Quarter at New Delhi or any other project/branch offices within or outside India. In this tender, TCIL has also been called as Third Party Inspection Agency (TPI).
- b) “Bidder” means the individual or firm or corporate body or a consortium of these who participates in the tender and submits its bid. Once the bid of a bidder is accepted and purchase/work order is placed by the Purchaser, the Bidder becomes the “Supplier” or “Contractor” or “Agency”, who will supply the field manpower and shall be working on behalf of TPA. All Agency engineers shall report to TPA district/zonal head.
- c) “Letter of Intent (LOI)” means the communication of the intention to the Bidder to place the Purchaser Order for the offered goods/services against this tender.
- d) “Purchase/Work Order (PO)” means the order placed by TCIL on the bidder duly signed by the TCIL’s authorized representative to purchase certain goods & services from the bidder against this tender.
- e) “Contract Price” means considerations payable to the agency as stipulated in the Purchase or Work Order for performance of specified contractual obligations.
- f) “Goods/Products” means all the hardware equipments, instruments, tools, machinery etc., and/or other materials like components/parts/spares including consumables which the agency is required to supply to the Purchaser under the Purchase Order.

2.2 BIDDER TO BEAR COST OF TENDER

The bidder shall bear all costs associated with the preparation and submission of the bid. TCIL in any case will not be responsible or liable for these costs regardless of the conduct of the bidding process.

2.3 ONE BID PER BIDDER

Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will cause all the proposals with the bidder's participation to be disqualified.

2.4 BID DOCUMENTS

- a) Bid Documents includes:-
 - Section 1 Notice Inviting Tender
 - Section 2 Instructions to Bidders
 - Section 3 General Conditions of the Contract
 - Section 4 Special Conditions of the Contract
 - Section 5 Price Bid Schedule
 - Section 6 Scope of Work
 - Section 7 Format of Bid Bond (EMD)
 - Section 8 Format of Performance Bank Guarantee (PBG)
 - Section 9 Bid Submission Form
 - Section-10 DELETED
 - Section-11 Format for Undertakings
- b) Any clarification or communications obtained from the TCIL.

2.5 AMENDMENT TO BID DOCUMENTS

- a) At any time, prior to the date of submission of bids, TCIL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.

- b) The amendments/Corrigendum will be notified on TCIL Website/CPPP and these amendments will be binding on them. Bidders are advised to visit TCIL Website/CPPP regularly for updates on this Tender.
- c) In order to give required time to the prospective bidders, in which to take the amendments into action in preparing their bid, TCIL may at its discretion extend the deadline for submission of bid suitably

2.6 LANGUAGE OF BID

All documents relating to this tender shall be in the ENGLISH language.

2.7 BID SECURITY (EMD)

- a) The bidder shall submit, as part of bid security as mentioned in the NIT (Section-1). The bid security shall be in one of the following forms:-
 - A Bank Guarantee as per enclosed format issued by a Scheduled Bank in favour of TCIL valid for a period of 180 days from the date of tender opening.
 - Demand Draft or Pay Order from a Scheduled Bank in favour of “M/s Telecommunications Consultants of India Ltd.”, payable at Delhi.
- b) The bid not secured in accordance with the above shall be rejected by TCIL as non-responsive.
- c) The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible, but not later than 30 days after expiry of the bid validity period prescribed under this tender.
- d) The successful bidder's bid security will be discharged upon the bidder's submission of the Performance Guarantee.
- e) The bid security may be forfeited under the following circumstances:-
 - (i) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.
 - (ii) In case of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed or
 - (iii) If he fails to complete contractual obligations.
- f) No interest is payable on EMD.
- g) In case of inadequacy or non-submission of prescribed EMD, the bid shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

2.8 VALIDITY PERIOD OF BID

Bid shall remain valid for 120 days after the date of bid opening. The bid valid for a shorter period shall be rejected as non-responsive.

In exceptional circumstances, TCIL may request the bidder for an extension to the period of bid validity and the bid security shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

2.9 SUBMISSION OF BID

All documents shall have to be submitted in physical form within due date and time (as given in Section-1) at tender box at TCIL Regional Office, Okhla (E44/10, 2nd Floor, Okhla Phase-2, New Delhi) along with Power of Attorney for bid signing authority.

2.10 LATE BIDS

Bidders are advised in their own interest to ensure that bids may be uploaded or submitted well before the closing date and time. Any bid received after deadline for bid submission, will be rejected and will not be considered.

2.11 OPENING OF BIDS

- a) Technical bids will be opened at the date and time of bid opening indicated in Section-1. The bidder or his authorized representative may be present at the time of bid opening. In case of unscheduled holiday on the closing/opening day of bid, the next working day will be treated as scheduled prescribed day of closing/opening of bid; the time notified remaining the same.
- b) Financial bid of only those bidders whose Technical bid is found to be responsive and acceptable will qualify to be opened. The qualified parties shall be notified with the date and time of the opening of the financial bid in advance. Representative of the qualified parties may attend the Price Bid opening.
- c) TCIL reserves the right to accept or reject any or all the tenders without assigning any reason.

2.12 BID PRICE

The prices quoted by the bidder shall remain firm during the entire period of the contract and shall not be subject to variation on any account. The bid submitted with a variation clause (unless asked by the Purchaser) will be treated as non-responsive and rejected. Clauses such as “at actual”, “extra”, “to be given later” etc. shall also be treated as non-responsive & are liable for rejection.

2.13 CLARIFICATION OF BIDS

- a) To assist evaluation and comparison of the bids, TCIL may at its discretion ask the bidder for clarification of the bid. The clarification and response from bidder shall be in writing. The clarification may be asked through e-mail. The clarification and response from bidder shall also be through e-mail.
- b) No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence TCIL in bid evaluation, bid comparison or award of the contract may result in rejection of the bid.
- c) TCIL does not bind himself to accept the lowest or any tender and reserves to himself the right to accept the whole or any part of the tender and altering the quantities offered and bidder shall supply the same at the rate quoted.

2.14 EVALUATION OF TENDERS

- a) TCIL shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. TCIL shall carry out detailed evaluation of the substantially responsive bids and shall check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.
- b) Arithmetical error shall be rectified on the following basis :-
 - (i) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
 - (ii) In case of discrepancy between words and figures, the amount in words shall prevail.
- c) A bid determined as substantially non-responsive shall be rejected.
- d) TCIL may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.
- e) Only substantially responsive bids shall be evaluated in detail and compared.
- f) TCIL shall have the sole discretion in deciding the number of parties on whom the orders shall be finally placed.
- g) The distribution of tendered quantity amongst the technically and commercially complied bidders, if required, shall be based on merits of each case.

2.15 MODIFICATION AND WITHDRAWAL OF BIDS

- a) Bid withdrawal/modification shall not be allowed after end date and time of bid submission.

- b) Withdrawal of a bid between the deadline for submission of bids and the expiration of the period of bid validity specified in the tender or as extended, may result in the forfeiture of the bid security. No bid may be modified after the deadline for submission of bids.

2.16 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

TCIL is not bound to accept lowest or any other tender/bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for such action(s).

2.17 PRICE PREFERENCE TO MICRO AND SMALL ENTERPRISES

- a) Tendered items are non-splittable/non-dividable
The purchase/work order shall be given to L1 bidder (whether L1 is MSE or non-MSE)
- b) Tendered items are splittable/dividable and MSE is neither L1 nor within L1+15%
The purchase/work order shall be given to L1 bidder.
- c) Tendered items are splittable/dividable and MSE is not L1 but within L1+15%
20% of total procurement shall be made from MSE, subject to their matching of L1 price. In case of more than such eligible MSEs who are within L1+15% range, procurement will be shared equally among such MSEs with a minimum 4% procurement from SC/ST MSEs, subject to their matching of L1 price. In event of failure of SC/ST MSEs to participate in tender process or meet tender requirements and L1 price or none of these SC/ST MSEs are in L1+15%, then this 4% sub-target shall be met from other MSEs.

2.18 NOTIFICATION OF SUCCESSFUL BIDDER

- d) Prior to the expiration of the bid validity period, TCIL will notify the successful bidder in writing by registered letter or fax, to be confirmed in writing by registered letter that its bid has been accepted.
- e) Upon successful bidder furnishing of Performance Guarantee, TCIL will notify each unsuccessful bidder and will discharge its bid bond.

2.19 ISSUE OF LETTER OF INTENT

- a) The issue of Letter of Intent (LOI) shall constitute TCIL's intention to place the Purchase Order with the successful bidder. The implementation schedule will commence from the date of the LOI.
- b) The bidder shall within 10 days of issue of LOI give its acceptance along with Performance Security in conformity with the tender terms & conditions, subsequent to which the purchase order shall be issued.

2.20 CANCELLATION OF LETTER OF INTENT

Failure of the successful bidder to comply with the requirement of submission of Performance Security in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the bid bond, in which case TCIL, on its discretion, may make the offer to any other bidder or call for new bids.

2.21 ADVICE TO BIDDERS FOR AVOIDING REJECTION OF THEIR OFFERS

TCIL needs to finalize this tender within a limited time schedule. Therefore, it may not be feasible for to seek clarifications for a long time in respect of incomplete offers.

The bidders are advised to ensure that their bids are complete in all respects and conform to the terms, conditions and bid evaluation criteria of the tender. Bidders not complying with tender requirements may cause rejection of their bids.

2.22 SUBMISSION OF FORGED DOCUMENTS

Bidders should note that TCIL may verify authenticity of all the documents/certificate/information submitted by them against the tender. In case at any stage of tendering process or Contract/PO execution etc., if it is established that bidder has submitted forged documents/certificates/information towards fulfillment of any of the tender/contract conditions, TCIL shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit bid security submitted by the bidder.

2.23 INTEGRITY PACT PROGRAMME

- a) As a part of implementation of Integrity Pact Programme (IPP) in TCIL, all tenders with the estimate value equal to or exceeding the threshold value will be covered under the Integrity Pact Programme (IPP) and the vendors are required to sign the IP document and submit the same to TCIL before or along with the bids. The current threshold value is Rs. 5 Crore.
- b) Even in case of tenders with the estimated value less than the threshold value, the vendors would be required to sign the IP document if the total value of the Purchase Orders (POs) exceeds the threshold value in respect of:
 - Multiple/repeat POs on the single vendors against a tender
 - POs placed on multiple vendors against a tender
- c) Only those vendors who have purchased the tender document and signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMs) through the nodal officer, i.e. Chief Vigilance Officer (CVO) TCIL in the prescribed format.

Name of IEMs with their contact Details:

Shri. A.K. Garg, Independent External Monitor
E-mail ID: akgarg1654@gmail.com

Sh. V.V.R. Sastry, Independent External Monitor
Email ID: sastryvvr@gmail.com

Name & contact details of Nodal Officer (IP) in TCIL:

Sh. S.K. Kesari, Chief Vigilance Officer
E-mail ID: hardeep@tcil-india.com

- d) If the Order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.
- e) In respect of tenders for Pre-bid tie up/Expression of Interest (EOI): In case of TCIL getting the Order from the client, before placement of Purchase Order/Work Order on technically & commercially qualified vendor, the selected vendor is required to sign the IP document.
- f) Tender received without signed copy of the Integrity Pact document will be liable to be rejected.

END OF SECTION-2

SECTION-3

GENERAL CONDITIONS OF CONTRACT

3.1 PRICE BASIS

The bidder shall quote in Indian Rupees, exclusive of taxes. Taxes shall be paid extra on actual, as applicable. Tax deduction at source shall be applicable as per prevalent law of land and corresponding TDS certificate shall be issued at the end of respective month.

3.2 PRICE APPLICABILITY

Prices in the contract shall remain valid till the project completion.

3.3 STANDARDS

The bidder shall carry out the inspection in compliance with Technical specification , quality assurance plan (QAP), applicable codes, etc.

3.4 PATENT RIGHTS

The agency shall indemnify the Purchaser against all third party actions/claims of infringement of patent, trademark or industrial design rights arising from the use of goods or any part thereof.

3.5 PERFORMANCE SECURITY

- a) Within 10 days of the issue of LOI, the agency shall furnish a Performance Security in the form of a Bank Guarantee for an amount equivalent to 10% of the contract value issued by a schedule Bank from its branch in Delhi in the prescribed TCIL format at Section-8.
- b) The proceeds of the Performance Security shall be payable to TCIL as compensation for any loss resulting from the agency's failure to complete its obligations under the contract.
- c) The Performance Bond will be discharged by TCIL after 90 days of completion of the agency's obligations including any warranty obligations under the contract.
- d) Bank Guarantee to be submitted in the prescribed format (Section-8) from a SFMS enabled Scheduled Commercial Bank through SFMS Platform. Details of beneficiary for issue of BG under SFMS Platform are as below:-

Name Of Beneficiary and its Details	Name	Telecommunications Consultants India Limited
	Address	TCIL Bhawan, Greater Kailash-1, New Delhi-110048
Name Of Beneficiary Bank and its Details	Name	ICICI Bank Limited
	Address	9-A PHELPS Building, Connaught Place, New Delhi-110001
	IFS Code	ICIC0000007

Alternatively, BG can also be submitted in physical form from a Scheduled Commercial Bank through its Delhi Branch only.

3.6 LIQUIDATED DAMAGES

- a) The agency shall perform the services as per scope of work and comply in all respects with the critical dates. The agency shall also agree that failure on part of the agency to meet the critical dates without prejudice to any other rights that Deterrent Mechanism and/or levy of penalty as set and/or termination of the contract at TCIL's discretion.
- b) Penalties shall be as per the clause 4.4 (b) of this tender.

- c) TCIL also reserves the right to cancel the contract in such cases and forfeit the EMD/PBG and may also debar the agency for future contracts.
- d) LD can be recovered from any dues of the agency.

3.7 ARBITRATION& RECONCILIATION

a) Reconciliation

Any dispute arising from or in connection with this contract be referred to conciliation according to the Part-III of the Arbitration and Conciliation Act, 1996. Any dispute not referred for conciliation or a dispute which exists after termination of the conciliation procedure shall be decided by arbitration. The conciliator is to be appointed by the Managing Director of TCIL.

b) Arbitration

All disputes or differences whatsoever arising among the parties under and/or in connection with and/or in respect of this tender shall be referred to and decided by a sole arbitrator, who shall be appointed by the CMD, TCIL. The arbitration shall be conducted in accordance with Arbitration and Conciliation Act of 1996 and the venue of the arbitration shall be in New Delhi. The proceedings of arbitration shall be in English language. In case the agency wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Delhi shall have the jurisdiction.

For Public Sector Undertaking/Government Departments: In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract with any Public Sector Undertaking/Government Department, such dispute or difference shall be referred by either party for arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

3.8 RISK PURCHASE

In the event of Agency's failure to execute the contract to the satisfaction of TCIL/Purchaser, TCIL reserves the right to:

- a) reject any part of the Contract executed and withhold payment for such portion of the Contract till such time the defects are rectified to the satisfaction of the TCIL/Purchaser. (The satisfaction shall mean timely submission of reports against as per scope of work and mile stone set in the tender and client is satisfied that report covers all inputs. Agency may need to re-work the report if so desired by client.)
- b) terminate the Contract by giving 2 weeks' notice in writing without assigning any reason and to get the Contract executed by other agency at the risk and cost of the Agency.

3.9 APPLICABLE LAWS

This contract shall be interpreted, construed and governed by the laws of the Republic of India and the parties hereby submit to the exclusive jurisdiction of the Court at Delhi and to all Courts at Delhi having jurisdiction in appeal there from.

Any dispute in relation to the contract shall be submitted to the appropriate Court of the Republic of India for determination. The parties to the contract shall continue to fulfill their respective obligations under the contract during the currency of the contract pending the final decision of the Court.

3.10 GENERAL LIEN (SET OFF)

Whenever under this contract any sum of money is recoverable from and payable by the Agency/vendor, TCIL shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the Agency /vendor, if a security is taken from them. In the event of the Security being insufficient or if no security has been taken from the Agency /vendor, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Agency /vendor or which at any time thereafter may become due to the Agency /vendor under this or any other contract with TCIL. Should this sum be not sufficient to cover the full amount recoverable, the Agency /vendor shall pay TCIL on demand the remaining balance due.

3.11 FORCE MAJEURE

For the purposes of this Contract, "Force Majeure" means an event, act, or circumstances, combination of events, acts or circumstances, which materially and adversely affects the affected Party's performance of its obligations pursuant to the terms of this Contract, but only if and to the extent that such events, acts or circumstances are beyond the reasonable control of the affected Party, were not the fault of the affected Party, were not reasonably foreseeable at the time of execution of this Contract and could not have been prevented or overcome or mitigated by the affected Party. Force Majeure includes, but is not limited to war, riots, civil disorder, strikes (excluding strikes or labor disturbance at the facilities of the TPA or Client) earthquake, fire, explosion, storm, flood or other adverse weather conditions, any unlawful or unauthorized act, failure to act, restraint or regulation, of any governmental authority (other than the Client) affecting the performance by a Party of its obligations hereunder; but shall not include the following circumstances, except to the extent that they are consequences of an event of Force Majeure:

- a) Unavailability of Personnel or unavailability, late delivery, or changes in cost of any material, equipment, services, technology, software required for the performance of the Services;
- b) Insufficiency of finances or funds, financial insolvency, financial distress or this Contract becoming onerous to perform;
- c) Failure to comply with any Applicable Law; or
- d) Any delay or default of any Personnel.

No Breach of Contract

- (i) The failure of or delay by a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:
 - a) Has taken all precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and to mitigate the consequences of any event of Force Majeure; and
 - b) Has informed the other party as soon as possible, and in any event within a period of seven (7) days of the occurrence of the Force Majeure event;
 - c) The dates of commencement and estimated cessation of such event of Force Majeure; provided that in case of a continuing Force Majeure event, the affected Party shall provide periodic reports at intervals of not more than seven (7) days; and
 - d) The manner in which the Force Majeure event(s) affects the Party's obligation(s) under the Contract.
- (ii) The affected Party shall also notify the other Party of the cessation of the Force Majeure event.
- (iii) The Parties agree that neither Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above. Further, the affected Party shall not be relieved of the performance of that part of its obligations under this Contract which is not affected by the event of Force Majeure.

In case of any dispute, the decision of CMD, TCIL, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option,

terminate the contract. Provided also that if the contract is terminated under this clause, TCIL shall be at liberty to take over from the Agency/vendor at a price to be fixed by TCIL, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Agency/vendor at the time of such termination, or such portion thereof as TCIL may deem fit except such material, as the Agency/vendor may, with the concurrence of TCIL, elect to retain.

3.12 TERMINATION FOR DEFAULT

- a) TCIL, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Agency /vendor, terminate this contract in whole or in part.
 - i. if the Agency /vendor fails to deliver any or all the goods within the time period (s) specified in the contract, or any extension thereof granted by TCIL/Purchaser .
 - ii. if the Agency /vendor fails to perform any other obligation(s) under the contract; and
 - iii. if the Agency /vendor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as TCIL/Purchaser may authorize in writing) after receipt of the default notice from TCIL/Purchaser.
 - iv. On a notice period of 30 days.
- b) In the event TCIL terminates the contract in whole or in part pursuant to above para, TCIL may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Agency /vendor shall be liable to TCIL for any excess cost for such similar goods. However, the Agency /vendor shall continue the performance of the contract to the extent not terminated.

3.13 TERMINATION FOR INSOLVENCY

TCIL may at any time terminate the Contract by giving written notice to the Agency, without compensation to the Agency if the Agency becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to TCIL.

3.14 FALL CLAUSE

- a) The prices once fixed will remain valid during the scheduled delivery/implementation period. Further, if at any time during the contract, it comes to TCIL's notice regarding reduction of price for the same or similar equipment/ service;

And/or

The prices received in a new tender for the same or similar equipment/ service are less than the prices chargeable under the contract.

TCIL, for the purpose of delivery period extension, if any, will determine and intimate the new price, taking into account various related aspects such as quantity, geographical location etc., and the date of its effect for the balance quantity/ service to the Agency/vendor. In case the Agency/vendor does not accept the new price to be made applicable during the extended delivery period and the date of its effect, TCIL shall have the right to terminate the contract without accepting any further supplies. This termination of the contract shall be at the risk and responsibility of the Agency/vendor and TCIL reserves the right to purchase the balance unsupplied quantity/ service at the risk and cost of the defaulting Agency/vendor besides considering the forfeiture of his performance security.

- b) The Agency/vendor while applying for extension of time for delivery of equipment/services, if any, shall have to provide an undertaking as "We have not reduced the sale price, and/ or offered to sell the same or similar equipment/ service to any person/organization including Department of central/state Government or any central/state PSU at a price lower than the price chargeable under the contract for scheduled delivery period."
- c) In case under taking as in (b) above is not applicable, the Agency/vendor will give the details of prices, the name(s) of purchaser, quantity etc. to the purchaser, while applying extension of delivery period.

3.15 EXPIRATION OF CONTRACT

Unless terminated, this contract shall expire when services have been completed to the satisfaction of the Client or till the project “GO LIVE” or project closure, whichever is later.

END OF SECTION-3

SECTION – 4**SPECIAL CONDITIONS OF CONTRACT**

Note: In case clauses/sub-clauses have any difference mentioned in this tender at different places, the conditions mentioned in this section shall prevail.

4.1 PAYMENT TERMS

- a) The payment shall be made on following basis in the format given for the price bid:
 - i. No advance shall be paid
 - ii. On Submission of Draft report after all the inspections done – 50% of total contract amount
 - iii. On Submission of final report and acceptance of report by the client – Balance 50% of total contract amount
 - iv. Please quote price in lump sum all inclusive (no separate reimbursement etc shall be made). Only GST to be quoted separately.
 - v. The payment shall be done in Indian currency to India office of the agency.
 - vi. Please quote in Indian currency.
- b) The agency shall submit the invoice to TCIL,
- c) Payment shall be made through RTGS.
- d) Payments shall be made on back-to-back basis, i.e. as and when received from the client, within 30 days of payment from the client.

4.2 PAYING AUTHORITY

Project Director, REC Project, TCIL Gurugram

4.3 INSURANCE

- a) The agency shall provide a Professional Liability Insurance for coverage of 110% the value of the contract.
- b) Employer's liability and workers' compensation insurance in respect of the personnel of the agency, in accordance with the relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health, accident, travel or other insurance as may be appropriate.

4.4 INDICATIVE PENALTIES

- a) In case the Agency delays providing Deliverables to TCIL, then besides other remedies available to TCIL under the Contract, agency shall be liable to pay certain penalties to TCIL, as per details below.

b) Penalty due to absence of Manpower:

The agency should be able to start the inspection work at Mexico Factory within 3 days of confirmation of schedule.

The permission for factory visit shall be obtained by bidder as per applicable government law of Mexico in coordination with Factory In charge.

The bidder has to follow the SOPs as per Sunpower applicable at Mexico Factory.

Sl.	Parameter	Penalty Amount (INR)
1	Any Delay in commencement of Inspection work deviating the Inspection schedule	25% of contract amount
2	Any delay of inspection during manufacturing process	25% of contract amount
3	Any delay of inspection during packaging & pre dispatch stage	25% of contract amount
4	Delay in submission of report	25% of contract amount

- c) The penalties will be recovered against invoices.
- d) The penalties are at the discretion of Engineer-in-charge, TCIL.

END OF SECTION-4

SECTION-5**PRICE BID SCHEDULE**

To: GM (Civil), REC Project, TCIL Gurugram

Dear Sir,

We, the undersigned, offer to provide the manpower resources for “**Selection of Third Party Inspection (TPI) Agency for inspection of Solar PV Panels at factory located in Maxicali, Mexico**” against your Tender No. Tender No.: TCIL/CIVIL/REC/2020/01 as per details given in table below.

Sl.	Description	Amount in INR (inclusive of all travel, charges, taxes, levies etc. except GST)	GST amount (B)	Total Amount in INR (= A+B)
1	TOTAL CHARGES			

Note:

- a) The bidder is required to bundle all costs related to audit and inspection activities such as logistics, carrying out audit and site visits and preparation of project deliverables, as specified in the tender in the above format only.

Yours sincerely,

Authorized Signatures: _____
 Name and Designation of Signatory: _____
 Name of Firm: _____

END OF SECTION-5

SECTION – 6

SCOPE OF WORK

6.1 PROJECT BACKGROUND

“Rural Electrification Corporation (REC)” has proposed to build a minimum 964 kWp Solar Roof Top Power plant using Solar PV modules by means of clean and environmental friendly non-conventional renewable power plant at the roof with an available area of 7760 sqm at its site in Gurgaon, Haryana, India.

TCIL is providing PMC services for this project .Solar PV module of Sun Power make of capacity 345 Wp will be installed at project site. MNRE will also do the field survey for this project .

Following are the technical specification of 345 Wp submitted by Sun Power

Technical Parameters

The technical parameters of the typical module are as given below:

<u>MODULE TECHNICAL SPECIFICATION</u>		
S.No.	Parameter	Specification
1.	Minimum PV Module Capacity	SPR- X21 345 Wp- Com
2.	Power output tolerance	+ 5 % (No negative tolerance)
3.	Module Efficiency	21.2%
4.	Module Performance	Power Output Guarantee (95% of nominal power for First five years, and then power degradation to be lower than or equal to 0.4% per annum till 25 th year,
5.	Fill Factor	≥ 0.7
6.	PV Module Type	Mono Crystalline/ poly crystalline or any proven technology with minimum 5 years in commercial existence and having successful operating references working in similar operating conditions (matching rooftop height, capacity, environment etc.)
7.	No. Of PV cells Per Module	96 or above
8.	Temperature coefficient	for power output $< (-)0.4\%$ / deg C – Crystalline
9.	Mounting arrangement for PV Module	On Module Mounting Structure
10.	Cable gland at module junction Box	YES
11.	Max Temperature rise of cell over	85 Deg C

	ambient temperature	
12.	Standards Approval National / International	IEC 61215Ed,61730 (SCII)
13.	High Transmission tempered front glass with Anti-reflective (AR) coating	YES
14.	Junction Box – IP 65 rated 3 bypass diodes and 1000mm output cables with Multi-contact (NC4) connectors	YES
15.	High Transitivity of Glass	YES
16.	Anodized aluminum alloy type 6063 (silver) frame	YES
17.	Wind load withstand	245kg/m2 (2400 Pa) front and Back

6.2 SCOPE OF WORK

Below is the broad scope of work:

1. To visit in Sun Power manufacturing works in Mexico as per scheduled date.
2. To witness manufacturing and pre dispatch and packaging inspection of solar PV as per approved QAP and to verify the quality and specifications as per technical parameter, applicable codes and approved QAP.
3. To witness and verify routine test of solar PV in manufacturer works and pre dispatch inspection.
4. The inspection will take place preproduction, du production and Packaging inspections
5. To submit detailed inspection report in Sun Power manufacturing works.
6. The witness of inspection during production shall be on random basis.
7. The schedule calendar dates of manufacturing shall be informed to successful bidder post award of work.
8. The location of factory is in SPMX1 Mexicali, Mexico.
9. Any other test / Inspection as deemed necessary for complete Inspection may also to be included.

Factory Inspection Plan

1. Pre-Production Factory Audit – Manufacturing Quality Assessment

- 1.1. Quality Procedure (Copy ISO Certificate)
- 1.2. Factory Workshop layout
- 1.3. General factory organization and cleanliness.
- 1.4. Incoming quality controls
- 1.5. Materials warehousing and storage controls.
- 1.6. Outgoing quality controls and inspection.
- 1.7. Finished goods management.
- 1.8. Serial number rule

2. Production Supervision

- 2.1. Incoming quality controls
- 2.2. Material storage, expiry and preparation controls
- 2.3. Material placement controls; lamination quality and quality controls
- 2.4. Equipment calibration, maintenance and cleaning
- 2.5. Junction box diode and ESD controls

2.6. Safety testing controls

3. Pre-shipment Inspection

3.1. Flash (IV) Testing

3.2. Electroluminescence (EL) imaging

3.3. Visual inspection

Draft Scope of Work :-

The Solar PV shall be subject to shop tests in accordance with relevant IS/IEC standards to prove the design .

To visit in Sun Power manufacturing works in Mexico as per scheduled date.

To witness manufacturing of solar PV as per approved QAP and to verify the quality as per above mentioned technical parameter and approved QAP .

To witness and verify routine test of solar PV in manufacturer works .

To submit detailed inspection report in Sun Power manufacturing works .

IQA

Material	Criteria	Result
Front Cover	Dimensional	
	Gloss	
	Local Warp	
	Visual Inspection	
	Packaging	
	Labeling Marking	
	Traceability	
	Shelf Life	
	COC	
Rear Cover	Dimensional	
	Surface energy test	
	Visual Inspection	
	Packaging	
	Labeling Marking	
	Traceability	
	Shelf Life	
	COC	
Encapsulation material	Dimensional	
	Temperature	
	Visual Inspection	
	Packaging	
	Labeling Marking	
	Traceability	

	Shelf Life	
	COC	
J-Box	Dimensional	
	Visual Inspection	
	Packaging	
	Labeling Marking	
	Traceability	
	Shelf Life	
	COC	
Frame	Dimensional	
	Visual Inspection	
	Packaging	
	Labeling Marking	
	Traceability	
	Shelf Life	
	COC	

Process Inspection

Type	Result
Preflight	
Temperature & Humidity Check	
EL Check	
ESD Equipment Validation	
Hi-pot Testing	
Grounding Testing	
Flash testing	
Traceability Check	

Product Inspection

Type	Result
Lamination	
Stringing	
Cells	
Rear Cover	
Front Cover	
Frame	
Labeling	
Miscellaneous	
Packaging	

Quality Control through SPC (SPMX IBC)

- Incoming receiving material
- Stringing
- EL Process
- Lamination
- Framing
- J-Box
- Hi-pot
- Flash Tester
- Packing
- Shipping

HI Pot Testing

Hi-Pot test verifies that the insulation of PV module is sufficient. High voltage is applied between PV Module's current-carrying conductors and its frame. The resulting current that flows through the insulation, known as leakage current, is monitored by the Hi-Pot tester.

- **Ground Continuity test**
- **DC Hi-Pot Withstand Test**

Flash Testing

Sun Simulator is measuring the Performance of the PV module under Standard Test Conditions (1000W/m², 25°C, AM1,5)

- **Power Wp, Voc, Isc, FF, Vmp, Imp**

Visual Inspection

The purpose is to detect any of the "major visual defects" defined above by checking the module in a well illuminated area (>800 lux).

- **Visual inspection acc. To Cosmetic Criteria**
- **Packaging inspection**

6.3 RESOURCE DEPLOYMENT

- a) The Agency shall deploy a team of dedicated resources for the entire duration of the contract. The technical skills of the proposed resources should be approved from TCIL before start of work.
- b) The Agency shall communicate the details of deployed representatives to TCIL at least 7 days before the scheduled start date of work.

6.4 STIPULATED TIME SCHEDULE FOR PROJECT

The stipulated time for manufacturing of Solar PV Panels at Mexico factory is expected to be approx. 3 days. The bidder is expected to submit the draft report within 7 (seven) days of completion of all inspections at factory. The final report shall be submitted within 7 (seven) days after compliance of any changes/ observations etc by Client/ TCIL.

SECTION-7

FORMAT OF BID BOND (EMD)

Whereas (hereinafter called “the Bidder”) has submitted its bid dated For the supply of Vide Tender No. dated KNOW ALL MEN by these presents that WE OF Having our registered office at (hereinafter called “the Bank”) are bound unto Telecommunications Consultants India Limited (hereinafter called “the Purchaser”) in the sum of Rs. for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - (a) **fails or refuses to execute the Contract, if required; or**
 - (b) **fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.**

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority

Name

Signed in Capacity of

Name & Signature of witness

Full address of Branch

Address of witness

Tel No. of Branch

Fax No. of Branch

END OF SECTION-7

SECTION - 8**FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)****(TO BE ISSUED BY A DELHI BRANCH)**

**M/s Telecommunications Consultants India Ltd.,
TCIL Bhawan, Greater Kailash-I
New Delhi – 110 048 (INDIA)**

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No. : _____

In consideration of TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED, having its office at TCIL Bhawan, Greater Kailash-I, New Delhi – 110 048 (INDIA) (hereinafter referred to as “TCIL” which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Purchase Order No. _____ dated _____ with/on M/s _____ (hereinafter referred to as “The Supplier” which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated _____ /Purchase Order No. _____ dated _____ and TCIL having agreed that the Supplier shall furnish to TCIL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for _____.

We, _____ (“The Bank”) which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay upto but not exceeding _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

This Letter of Guarantee will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

**Authorized Signature
Manager
Seal of Bank**

END OF SECTION-8

SECTION-9**BID SUBMISSION FORM**

To: General Manager (Civil), TCIL GURUGRAM

Dear Sir,

In response to your Tender No. TCIL/CIVIL/REC/2020/01, we hereby submit our offer herewith.

1. Bidder Name : _____
2. Website Address : _____
3. Email Address : _____
4. Address for Communication : _____

5. Telephone Number : _____
6. Fax/Telefax Number : _____
7. Authorised Person -
Name: _____
Designation: _____
Mobile No.: _____
Email ID: _____
8. Alternate Person
Name: _____
Designation: _____
Mobile No.: _____
Email ID: _____
9. PAN Number : _____
10. TIN Number : _____
State: _____
11. GST Regn. No. with Address : _____

12. ECC Number : _____
13. Beneficiary's complete Bank Details.
Bank Account No. : _____
IFSC / NEFT Code : _____
Name of the Bank : _____
Address of the Branch : _____
14. Particulars of EMD
Amount : Rs. _____
Mode of Payment (DD/BG) : _____

DD/BG No. : _____
 Date : _____
 Name of the Bank : _____
 Address of the Bank : _____
 Validity of BG : _____

15. Particulars of Tender Fee

Amount : Rs. _____
 DD No. : _____
 Date : _____
 Name of the Bank : _____
 Address of the Bank : _____

16. Turnover of the Bidder in last 3 years (Please submit copy of Annual Report)

Year	Year Annual Report attached at Page No.	Turnover in Rs. (Lakh)
2019-20		
2018-19		
2017-18		
Average Turnover		

17. Are you a MSME Unit. If yes, please furnish Registration Details, Name of the DIC/State.

18. If you are MSME, is it owned by SC/ST Entrepreneurs or Women Entrepreneurs? If Yes, please specify the Name of the Owner who is SC or ST or Women Entrepreneur (as applicable).

19. Following Documents are submitted to substantiate other eligibility criteria.

i) _____

ii) _____

iii) _____

DECLARATION

- 1) We have read and understood the terms & conditions of the above mentioned tender and comply to all Terms & Conditions of the Tender.
(In case of any deviation, the Bidder must attach a separate sheet clearly mentioning the Clause No. of the Tender and Deviation thereto)
- 2) We certify that the information mentioned above are true and correct to best of our knowledge.
- 3) This offer contains _____ No. of pages including all Annexures and Enclosures.

Place:
Date:

Signature of Authorised Signatory with Seal
Name:
Designation:

END OF SECTION-9

SECTION-10**FORMATS FOR UNDERTAKINGS**

[On the letterhead of the Organization]

Format-1: No-Conviction Certificate

This is to certify that _____ (Name of the organization), having registered office at _____ (Address of the registered office) has never been blacklisted or restricted to apply for any such activities by any Central /State/ Provincial Government or any of its agencies or Court of law.

Signature:

Name of the Authorized Signatory:

Designation:

Contact details (including E-mail):

Date:

Format-2: Solvency Certificate

It is certified that we are not insolvent, in receivership, bankrupt or being wound up, not have had our business activities suspended and not be the subject of legal proceedings for any of the foregoing.

Signature:

Name of the Authorized Signatory:

Designation:

Contact details (including E-mail):

Date:

END OF SECTION-10