

THE ADMINISTRATION OF UNION TERRITORY OF LADAKH

Ladakh Autonomous Hill Development Council, Kargil

Kargil Renewable Energy Development Agency

Notice Inviting Tender

24-Sep-20
KREDA-LAHDC Kargil
kredakargil@gmail.com



FOR

Supply, installation and commissioning of solar pumping system of various ratings

Tender Notice No.: E-Tender 05-KREDA of 2020

Dated: 24th of September, 2020

**Project Director/CEO
KREDA, Baroo Tsog, Baroo, Kargil – 194105
UT Ladakh
01985-232316, 9419176016
kredakargil@gmail.com
www.kredakargil.org**

The Administration of Union Territory of Ladakh
Ladakh Autonomous Hill Development Council Kargil
Kargil Renewable Energy Development Agency (KREDA)
Tel-Fax: 01985-232316 Email: kredakargil@gmail.com

NIT NO. 05 KREDA of 2020

Date 24.09.2020

NOTICE INVITING TENDER

PROJECT DIRECTOR/CEO, KREDA, KARGIL, LADAKH on behalf of Lt. Governor of LADAKH invites bids for the works of **'Supply, Installation and Commissioning of Solar Pumping System of various ratings.** Details may be seen at <http://jktender.gov.in> also in the office of the undersigned during office hours.


Project Director/CEO,
KREDA-LAHDC
Kargil, Ladakh

Tender Ref. No.: **KREDA/SPV-P/2020/835-838**

Dt. 24.09.2020

Copy to:-

1. Secretary- Non Conventional Energy, UT Ladakh, for kind information.
2. Deputy Commissioner/CEO/Chairman DPC for kind Information.
3. Chief Planning Officer Kargil.
4. Pvt. Secretary to Hon'ble Chairman/CEC, for kind information of the Hon'ble CEC.

The Administration of Union Territory of Ladakh
Ladakh Autonomous Hill Development Council Kargil
Kargil Renewable Energy Development Agency (KREDA)

Tel-Fax: 01985-232316 Email: kredakargil@gmail.com

INVITATION FOR BID (IFB)

The PROJECT DIRECTOR, KREDA, invites Tender from approved and eligible contractors for the following works –

NAME OF WORK:- SUPPLY, INSTALLATION AND COMMISSIONING OF SOLAR PUMPING SYSTEM OF VARIOUS RATINGS.

Sl. No.	Name of Division	Approx. Value of Work (INR)	Completion Period	EMD (In Rs.)	Cost of Tender Document (In Rs.)
1	2	3	4	5	6
1	SPV Division KREDA	2.00 Cr.	12 Working Months	4.0 lac (5000 for MSME)	Rs. 40000

The schedule for the Tenders can be seen in the website <http://jktender.gov.in>.

Note:

1. The interested Contractors/ Bidders who are experienced in the execution of similar nature of works in any Govt. Department of India and possess required technical and financial strength may obtain the Standard Bid Document (SBD) which can be downloaded from the website <http://jktender.gov.in>. Amendment/Addendum to the SBD, if any, and further notifications shall appear on <http://jktender.gov.in>.
2. The Contractor/bidder must be registered with the Electronic Tendering System (ETS) of the Govt. of UT JK (<http://jktender.gov.in>). Contractors/Bidders have to necessarily download the bidding document from the ETS using their own ID (Digital Signature Certificate). Bid documents not procured (downloaded) through the ETS/not using the contractor's own user ID will be considered invalid and summarily rejected. Contractors submitting bids have to submit copy of the documents of technical bid required to be submitted manually before the expiry of the sequence 'Bid Submission' date and time as mentioned in the tender schedule. Financial Bid should be submitted only and if financial bid is submitted offline/hard copy, then the tender/bid will be summarily rejected.
3. All the interested bidders are requested to read the Bid Document carefully before submission of their bid. On submission of bid by any interested bidder it will be presumed that only after careful perusal of the bid document and agreeing thereupon the bidder has submitted his bid.
4. For any e-tendering related queries, please mail to kredakargil@gmail.com.


Project Director/CEO,
KREDA-LAHDC, Kargil


DETAILS OF WORKS

Name of Work:- 'Supply, Installation and commissioning of solar pumping system of various ratings.

Sl. No.	HP	Head (m)	Discharge (LPH) at 50 Hz	Solar PV recommended (Wp)	Rate (INR)
1	5	120	6,000	6,080	
2		150	4,200	6,080	
3		200	3,300	6,080	
4		250	2,000	6,080	
5		300	1,800	6,080	
6	7.5	120	8,250	11,400	
7		150	8,000	11,400	
8		200	6,000	11,400	
9		250	3,700	11,400	
10		300	2,900	11,400	
11	10	120	12,000	12,160	
12		150	11,000	12,160	
13		200	7,000	12,160	
14		250	4,500	12,160	
16	12.5	120	15,000	16,080	
17		150	11,000	16,080	
18		200	7,250	16,080	
19		250	6,200	16,080	
20		300	4,750	16,080	
21	15	120	20,000	18,240	
22		150	13,500	18,240	
23		200	11,000	18,240	
24		250	8,000	18,240	
26	17.5	120	23,000	21,440	
27		150			

			19,000	21,440	
28		200	11,000	21,440	
29		250	10,000	21,440	
30	20	120	26,000	24,320	
31		150	21,500	24,320	
32		200	16,000	24,320	
33		250	10,750	24,320	
34		300	10,250	24,320	
35	25	120	30,000	30,400	
36		150	23,000	30,400	
37		200	21,000	30,400	
38		250	16,000	30,400	
39		300	10,500	30,400	
40	30	120	45,000	36,480	
41		150	30,000	36,480	
42		200	21,500	36,480	
43		250	16,500	36,480	
44		300	10,750	36,480	
45	33	120	47,000	42,560	
46		150	45,000	42,560	
47		200	30,500	42,560	
48	41	120	54,000	48,640	
49		150	46,000	48,640	
50		200	40,000	48,640	
51		250	26,000	48,640	

TOTAL=


Project Director/CEO,
KREDA-LAHDC
Kargil, Ladakh

Critical Dates:

1	Date of issue of tender notice	03.09.2020
2	Date of Publishing of e-tender	24.09.2020, 5:00 pm
3	Period of downloading of bidding documents	24.09.2020, time 06:00 pm to 06.10.2020, 02:00 pm
4	Online bid submission start date	24.09.2020, 06:00 pm
5	Online bid submission end date	12.10.2020, 02:00 PM
6	Last date for receiving the hard copies of technical bid uploaded on the site	12.10.2020, 02:00 PM
7	Date & timing of opening of online technical bid	14.10.2020, 12:00 PM
8	Date and timing of online opening of financial bids for qualifying bidder	15.10.2020, 12:00 PM (date & time given is tentative)

The tender complete in all respect shall be received up to 2.00 PM on 12/10/2020 and shall be opened on the dates given above in the presence of tenderers or their authorized representatives who wish to be present at the time of opening of tenders. The tender should be submitted in sealed envelopes, i.e. part-1 TECHNICAL & COMMERCIAL with EMD in the form of Demand Draft pledged to Project Director/CEO, KREDA, Kargil and Part-2 PRICE BID proposed in the prescribed BOQ online.


**Project Director/CEO
KREDA Kargil**

No.: KREDA/SPV-P/2020/835-838

Dated: 24 .09.2020

Note:- In the event of any Bandh or Holiday, the next working day shall be taken into account without changing the time.

TENDER DETAILS

- Reference No** : **KREDA/SPV-P/2020/835-838**
- Tender Date** : 24.09.2020
- Description/Name of Work** : Supply, Installation and commissioning of solar pumping system of various ratings
- Item Type** : Civil, Mechanical and Electrical Works.
- Estimated Cost (Rs.)** : Rs. 2Cr. AMOUNT. (Tender amount)
Project Cost given is tentative and may increase or decrease, depending upon the requirements being received from Govt. institutions/departments/pvt. Institutions etc.
- Earnest Money/Bid Security`** : 4.0 lac (Rs. 5000 for MSME registered entities).
- Time Allowed for completion:** 6 (Six) working Months from the date of issue of formal work order.
- Cost of Tender Papers** : Rs. 40000



APPENDIX TO TENDER SCHEDULE

Note:

1. Cost of bid document/Bid security may be deposited through CDR/FDR
2. Submission of Technical Bid along with Earnest Money and Bid document fee manually on or before Time hours of BID SUBMISSION DATE. In case of any holiday occurs the next working day will be considered.

IMPORTANT DOCUMENTS

Tender Notice:

The following documents will form part of the tender document

1. Section 1 (ITB)
2. Section 2 (Qualification information)
3. Section 3 (Conditions of contract)



SECTION-1
INSTRUCTION TO BIDDERS
(ITB)



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D. SUBSSION OF BIDS

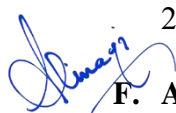
18. Submission of Bid (mode/Offline mode) --
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SECTION 1
INSTRUCTIONS TO BIDDERS
(ITB)



A. GENERAL

1. Scope of Bid:

- I. Project Director, KREDA-LAHDC, Kargil, (referred to employer in this document) invites bids for the construction of works (as defined in these documents and referred to as “the works”) detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.
- II. The successful bidder will have to complete the works by the targeted date of completion as specified in the agreement else the employer will have the right to take action including imposing penalty and cancellation of his work as deemed fit to the Employer.
- III. Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (bidder/tenderer, bid/tender, bidding/tendering, etc.) are synonymous..

2. Source of Funds:

- I. The Administration of Union Territory of Ladakh & Ladakh Autonomous Hill Development Council (LAHDC), Kargil will provide the Funds as per availability.

3. Eligibility of Bidder:

- I. This invitation for Bids is open to all contractors having experience in similar nature of work.

4. Qualification of the Bidder:

- I. All bidders shall furnish the following information:-
 - a. Financially Sound/Bank certificate (issued after 1st April 2020) from any Schedule/Nationalized Bank where the bidder is an account holder, clearly stating that the bidder’s conduct is good/ satisfactory.
 - b. Copy of original documents defining the constitution of legal status, place of registration, and principal place of business; power of attorney (in notary form) of the signatory of the Bid to commit the Bidder. (Applicable in case of company/ enterprises/firm etc).
 - c. Statement of total monetary value of similar construction work performed during last 3 years under any Government Department in India
 - d. Bidder must have work order for supply, installation and commissioning of atleast one or more solar pumping system of above 30 HP each in India in the last 3 years.
 - e. Bidder must have registered office in Jammu & Kashmir/Ladakh. In case of Joint Venture, atleast one member of the Joint Venture must have registered address

in Jammu & Kashmir/Ladakh. Documentary proof to be attached.

- f. Experience in same nature of works in any Govt. Department of India during last 3 years.
- g. In case of Joint Venture, cumulative experience of the joint venture partners to be considered for fulfilling qualifying criteria.
- h. Abstract of Annual Turnover certificate for the last three financial years, from registered Chartered Accountant (CA) as per prescribed format duly attested by the bidder.
- i. Authority to seek references from the Bidder's bankers.
- j. PAN Card.
- k. Up to Date Labour License.
- l. GST registration Details.
- m. Bidder need to submit Completion certificate/ up to date progress for all the works allotted to him during the Financial Years (FY) 2019-20, 2018-19, 2017-18, issued by the concerned Executive Engineer of the Government Department.
- n. Copy of Single work order having a minimum value of INR 2 Crore for solar pumping/ solar power plant works.
- o. Undertaking in the form of that " *the bidder will start the work within 15(fifteen) days from the date of issue of work order and will complete the allotted work in all respect within the stipulated time of completion* "
- p. Cost of bid document/Bid security may be deposited through CDR/FDR

(Photostat copies /Scanned copies , duly attested by the Contractors are to be submitted)

II. a.

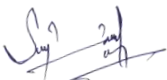
- i. The (audited/unaudited) annual turnover of the contractors should be more than 10 Crore in any of the last three financial years.
- ii. The bidder/contractor should have at least 1(one) single work orders of value not less than INR 2 Crore, of similar nature of works involving solar PV under any Government Department in India. The bidder/contractor should also upload the copy of similar nature of work order (for single work).

b.



i. Preference will be given to the bidder having with experience in same nature of work.

iii. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified, if they have:



a) Made misleading or false representations in the statements and enclosures submitted as a proof of the qualification requirements; and/or

b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history and financial failure etc.

- The employer has the discretionary power to disqualify the Bid of a successful bidder if at any point of time, it come to the notice of the employer that the successful bidder has violated any norms incorporated in the Bid/tender document and also if any contract for works under KREDA have been rescinded in the last five years of the bidder.

5. One Bid per Bidder:

- I. Each bidder shall submit only one bid.
- II. If a bidder submitted one bid in his own/his firm/company/enterprise etc name and one or more bids in the name of JV or in the name of any firm/company/ enterprise in which he/she is a partner/ proprietor, then both the bids will berejected.

6. Cost of Bidding:

- I. The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case responsible or liable for re- imbursement of such expanses regardless of the contract or outcome of the bidding process.

7. Site visit:

- I. The bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the works. The costs of visiting the site shall be at the bidder's own expense.

B. BIDDING DOCUMENTS

8. Content of Bidding Documents:

- I. The set of bidding documents comprises the documents listed below

Section	Particulars	Volume No.
1	Instruction to Bidder	Vol. I
2	Qualification information and other forms	Vol. I
3	Conditions of contract	Vol. I

- II. The Bidder is expected to examine carefully all instructions, conditions of contract, contract date, forms, terms, technical specifications, bill of quantities, forms, Annexes in the Bid Documents. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.



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9. Pre-Bid Meeting (if applicable)

- I. Pre bid meeting will be held 7 working days, before the last date of submission of bid(bid submission end date), if requested by more than 5(five) interested bidders. But the employer reserve the right to entertained such request or not.
- II. The Bidder or his official representative will be invited to attend a pre-bid meeting, which will take place at the address, venue, time and date as indicated in appendix.
- III. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- IV. The bidder will be requested to submit any questions in writing or by e-Mail to reach the Employer not later than one week before the meeting.
- V. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10. Amendment of Bidding Documents

- I. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- II. Any addendum thus issued shall be part of the bidding documents and will be available in the website (<http://jktender.gov.in>).
- III. To give prospective bidders reasonable time in which to take an addendum in to account in preparing their bids, the Employer may, at his description, extend as necessary the deadline for submission of bids.

C. PREPARATION OF BIDS

11. Language of the Bid

All documents relating to the bid shall be in the English language.

12. Documents comprising the Bid

A. **Technical Bid**

The Technical bid to be submitted by the bidder shall comprise

- a. Bidder's information/details as specified.
- b. Undertaking that the Bid shall remain valid for the period in the prescribed format mentioned later.
- c. Affidavit of Bid (one single affidavit) in the prescribed format as mentioned (Original need to be submitted along with hard copy of Technical document).
- d. Affidavit of work/project/scheme/tender (one single affidavit) in the prescribed

format as mentioned (Original need to be submitted along with hard copy of Technical document).

- e. Financially Sound/Bank certificate (issued after 1st April 2020) from Nationalized/Schedule Bank where the bidder is a current/saving account holder.
- f. Joint Venture Agreement
- g. Annexure A: Technical assessment marking. Documentary proof to be attached.
- h. Statement of total monetary value of construction work performed in any Government Department during last 3 years.
- i. Bidder need to submit Work Order/ Completion certificate/ up to date progress for all the works allotted to him during last 3 years issued by the concerned Executive Engineer of the concerned Government Department.
- j. Abstract of Annual Turnover certificate for the last three years i.e Financial Year (FY) 2019-20, 2018-19, 2017-18 or every financial after incorporation from registered Chartered Accountant (CA) as per prescribed format duly attested by the bidder.
- k. Authority to seek references from the Bidder's bankers.
- l. Copy of PAN Card.
- m. Caste Certificate. (if applicable)
- n. Up to Date Labour License.
- o. GST Registration Details.
- p. Bidder need to submit TDS Certificate invariably from TRACES only for last 3 years, i.e Financial Year (FY) 2019-20, 2018-19, 2017-18 or (FY) 2018-19, 2017-18, 2016-17 .
- q. Copy of Single work order having a minimum value as per clause 4.II.a.(ii),
- r. Undertaking that *the bidder will start the work within 15 (fifteen) days from the date of issue of work order and will complete the allotted work in all respect within the stipulated time of completion*
- s. Cost of bid document/Bid security may be deposited

SPECIAL INFORMATION

1) The Bidder need to upload all Technical document as a single file document(as a single PDF document)

2) **The bidders shall submit the bid as follows:-**

- a) Bid security and cost of tender in one envelope/folder as specified in the module.
- b) Technical bid in separate envelope/folder as specified in the module.
- c) Financial bid in separate envelope/folder as specified in the module.




B. Financial Bid

Financial Bid to be submitted through on-line only, which shall comprise

a) Priced Bill of Quantities for items specified.

The Bidder shall prepare Technical Bid for submission through on line and another hard copy for manual submission at respective division/office of the Director, KREDA, KARGIL, within last date of submission. The information/particulars/data required for the technical bids should invariably be filled up as per prescribed formats and all pages including supporting documents must be marked with self attestation including a hard copy of the Technical document need to submitted with self attestation in case of hard copy submission only and in case of soft copy/ mode the bidder need to follow the instruction mention above under clause Special Information.

13. Bid Prices

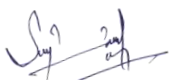
- I. The contract shall be for the whole works based on priced Bill of Quantities submitted by the Bidder.
- II. **The Bidder should quote rates inclusive of all taxes** .*(Although in the BOQ the column dedicated for indicating bidders rates might mention as rates are without taxes still the bidders are requested to quote rates inclusive of all taxes, royalties, customs duties (where ever applicable), labour cess etc.*
- III. The rates quoted against each item by bidder should be up to 2(two) decimal points only. If the bidder quote rate against any/each item beyond 2(two) decimal will be disqualified.
- IV. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities along with total bid price Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- V. All duties, taxes, and other levies payable by the contractor under the contracts, or for any other cause shall be included in the rates, prices and total Bid price submitted by the bidder.

14. Currencies of Bid and Payment

- I. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

15. Bid Validity

- I. Bids shall remain valid for period not less than 1 (One) Year after the deadline date for bid submission (Bid Submission End Date).
- II. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidder's responses shall be made through email. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his



bid hereinafter, but will be required to extend the validity of his bid security for a period of the extension. No claim on interest on EMD/Security Deposit/ Additional Security (wherever applicable) will be entertained at any point.

16. Bid Security

- I. The bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in IFB for this particular work. Bid Security may be deposited through.
 - II. Any Bid Security/EMD with less validity than as mentioned in the ITB will be treated as not acceptable and Bid of such bidder will be rejected.
 - III. Any Bid not accompanied by an acceptable Bid Security and not secured shall be rejected by the Employer as non-responsive.
 - IV. The bid security of unsuccessful bidders will be released within 15 days of the allotment of work and no claim for interest on the security deposit will be entertained.
 - V. The bid security of the successful bidder will be discharged as per norms and no claim for interest on the security deposit/ bid security will be entertained.
 - VI. The Bid Security may be forfeited
 - a. If the Bidder withdraws the Bid after Bid opening during the period of Bid validity.
 - b. If the Bidder does not accept the correction of the Bid price,
- Or
- In the case of a successful Bidder, if the Bidder fails within the specified time limit to
- i) Sign the Agreement; or

17. Format and Signing of Bid

- i. The Bidder shall submit both technical and financial bids through on-line. One hard copy of technical bid along with supporting documents as per ITB and clearly marked "**HARD COPY of Technical bid**". In the event of discrepancy between on line & manual technical bid, the bid will be cancelled.
- ii. The bidder should invariably submit an index/content of document submitted mentioning the sequence of document along with the hard copy of Technical document/Bid
- iii. The hard copy of technical Bid (supporting documents self attested) of the ITB shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, All pages of the bid where entries or amendments have been made shall initiated by the person or persons signing the bid.
- iv. The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.



D.SUBMISSION OF BIDS

18. Submission of bid (mode/Off line mode)

i. Only on-line bids will be accepted. Both technical & financial bids will have to upload through on-line. However one hard copy of technical bid (supporting documents self attested of the ITB is to be submitted in the office of the concerned Executive Engineer or E-tendering cell located in the office of the Director(MI), KREDA. for verification & checking authenticity of documents during evaluation.

A. On-line: Technical Bid with scanned copies of Bid security, cost of document and other supporting document as per ITB. The Scan copies need to be in colour pdf format only and original document need to be scanned only

The bidder should invariably submit a index/content of document submitted mentioning the sequence of document along with the hard copy of Technical document/Bid

Any document, after downloading, if found not readable / illegible will not be considered for evaluation & summarily rejected.

Financial Bid (BOQ) to be submitted only. If Financial Bid submitted off- line/hard copy, the bid will be rejected/ cancelled

B. **Off- line:** Cost of bidding document (in ORIGINAL), Bid Security (in ORIGINAL), one hard copy of technical bid (supporting documents only etc. self attested) of the ITB is to be submitted in the office of the concerned Executive Engineer or E-tendering cell located in Directors office for verification & checking authenticity of documents during evaluation.

19.Sealing and Marking of Bids for offline submission

I. The Bidder shall seal the qualification document/tender document in one envelope duly marking the envelope as "Bid/Tender Documents" mentioning the name of the scheme along with Bidders name and address. This main envelop should contain two separate envelops marked as follows:

- **Technical Bid:** should contain all supporting tender documents as per appendix.(The tender document envelop should invariably contain an index of document mentioning the sequence of document submitted as hard copy)
- **Tender fee & Bid Security:** should contain the cost of the bid and Bid security (in original) *N.B* Hard copy of Bid Document need not be submitted along with supporting documents.

II. The Technical Bid shall be

- Addressed to the Employer at the address given in Appendix

III. Interested bidders must obtain digital certificate with E-Tendering service Provider before the participation to bid.

20. Deadline for Submission of the Bids



- I. Complete Bids (including Technical and Financial) must be received by the Employer at the address specified above and not later than the date indicated in appendix. In the event of the specified date for the submission of bids declared a holiday for the Employer, the Bids will be received up to the appointed time on the next working day.
- II. The Employer may extend the deadline for submission of the bids by issuing an amendment, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

- I. Any Technical Bid received by the Employer after the deadline will be returned unopened to the bidder.

22. Withdrawal of Bids

- I. Bidders may withdraw their bids before the deadline.

E. BID OPENING AND EVALUATION

23. Bid Opening

- I. The Employer will open all the Bids received (except those received late) after the closure of the bid
- II. Before opening the envelope containing hard copy of "Technical Bid" documents, the envelope containing cost of bid document bid security will be opened first. The amount, form and validity of the bid security and cost of document furnished with each bid will be evaluated. If the bid security furnished does not conform to the amount and validity period as specified in the ITB and has not been furnished in the form, the technical bid and the financial bid will not be evaluated further
- III. Once the technical bids are securitized, the successful bidders will be intimated via email/SMS.(The Department will not be responsible for any delay or non received of email/sms by the bidder/bidders)
- IV. The Employer shall prepare minutes of the Bid opening,
- V. As Process of Bid Evaluation is a tedious and responsible job and requires evaluation/verification of large numbers of documents (technical /financial/ supporting documents of the bidders), hence the process of complete bid evaluation may take time for errorless evaluation.

24. Process to be Confidential

- I. Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the

award of the successful Bidders has been announced. Any effort by Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

25. Clarification of Financial Bids

- I. To assist in the examination, evaluation and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or email, but no change in the price of substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids.
- II. No Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time of the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should be do so in writing.
- III. Any effort by the Bidder to influence the Employer in the Employer's Bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

26. Exanation of Bids and Deternation of Responsiveness

- I. During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid (a) meets the eligibility criteria, (b) has been properly signed; (c) is accompanied by the required securities and (d) substantially responsive to the requirement of the Bidding documents. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions i.e., priced Bill of Quantities, Technical¹specifications
- II. A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, in consistent with the bidding documents, the Employer's rights or the bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- III. If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

27. Correction of Errors



- I. "Financial Bids" determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:
 - a. Where there is discrepancy between the rates in figures and in words, the rate in words will govern; and
 - b. Where there is discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- II. The amount stated in the "Bid" will be corrected by the Employer in accordance with the above procedure and the Bid amount adjusted with the concurrence of the Bidder in the following manner.
 - a. If the Bid price increases as a result of these Financial corrections, the amount as stated in the bid will be the "Bid Price" and the increase will be treated as rebate;
 - b. If the Bid price decreases as a result of the corrections, the decreased amount will be treated as "bid price".

Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected.

28. Evaluation and Comparison of Financial Bids

- i. The Employer will evaluate and compare only the Bids determined to be substantially responsive.
- ii. In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price by making correction for arithmetic errors.
- iii. The estimated effect of the price adjustment of the Conditions of Contract, during the period of implementation of the contract, will not be taken into account in Bid evaluation.
- iv. While evaluating the financial bids the amounts quoted by bidders shall be considered up to 2(two) decimal places only and the figures beyond 2(two) decimal places will be ignored
- v. The department reserves the right to fix the lowest workable rate that may be allowed for awarding work/contract. The decision of the Department/Employer what so ever in this regard shall be final and binding upon each bidder. Every bidder shall carefully pursue this clause and bid his tender accordingly. If the tendered submits his bid it will be presumed that he has submitted this bid on agreeing with this clause along with all clauses of the bid document



29. AWARD OF CONTRACT

29. Award Criteria

- I. Award of contract is subject to approval from appropriate Authority.
- II. The Employer will award the contract to the bidder whose Bid has been determined as substantially responsive.
- III. Since the work is of time bound in nature that is required to be carried out within stipulated time frame, so in case if the successful bidder/bidders who has/have quoted the lowest rate but has /have existing work load of which progress was found not up to the mark, then the work (for which the bidder has submitted the bid) or part thereof may not be awarded to him/her/them, but to some other capable successful bidder/bidders by the intending authority if need be, at their own discretion, at the working lowest rate as fix up on by the department/ Employer considering the urgency of the work.
- IV. Technically responsive bidders who agree to execute the work at L1 rate will be considered for award, however, the award of work and quantity will depend on the bidders experience. The bidder securing higher marks in the Technical assessment (Annexure A) will be preferred in award of contract.
- V. Award of contract will be based on the performance report of existing/completed works against each work against each contractor verified by the Concerned Engineer KREDA.

30. Employer's Right to accept any Bid and to reject any of all Bids

- I. The Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract.
- II. The acceptance and rejection of tenders/bids is left entirely to the discretion of the Employer viz Project Director/CEO, KREDA, KARGIL/Tender Committee as applicable.
- III. Employer Reserves the right to split the work among other successful bidder of the bid at the lowest accepted rate without intimating the L1 Bidder.
- IV. Even though a bidder meets all qualifying criteria and successfully comes out in technical bid evaluation and also appears to be lowest (L1) bidder while framing the comparative statement, he or they (in case of Firm) are subject to be disqualified if the bidder or any of its partners (of a Firm).
 - Makes misleading or false representations in the forms, statements/declaration and attachments submitted with the bid.
 - Records of poor performance during last five years, as on the date of bid such as abandoning the works, rescinding the contract for reasons attributable to the non performance of the contractor/ bidder, inordinate delay in completion, consistence history of litigation/ arbitration award against the bidder or any of its constituents or financial failure due to bankruptcy etc.
- V. If a successful bidder quotes absurd/unworkable rate for any item the employer reserves the right to reject the Bid
- VI. The department reserves the right to fix the lowest workable rate that may be allowed for awarding work/contract. The decision of the Department/Employer

what so ever in this regard shall be final and binding upon each bidder. Every bidder shall carefully pursue this clause and bid his tender accordingly. If the tenderer submits his bid it will be presumed that he has submitted this bid on agreeing with this clause along with all clauses of the bid document

31. Notification of Award and Signing of Agreement

- I. The Bidder whose Bid has been accepted will be notified of the award by the Employer
- II. The Agreement will incorporate all Agreement between the Employer and the successful Bidder

32. Defect Liability

- I. **Defect Liability Period:** The Defect Liability Period of the works shall be 3(three) years from the date of completion of the scheme 5% of the Bill value shall be deducted from the bill as a security deposit for the Defect Liability period.
- II. Process for release of Security deposit is as follows:-
 - a) At the end first year- 2%
 - b) At the end of second year- 2%
 - c) At the end of third year- 1%

33. Corrupt or Fraudulent Practices

- I. The Employer will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question will declare the form in eligible, either indefinitely or for a stated period of time, to be awarded a contract with KREDA, KARGIL, and any other agencies, if at any time determine that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or in execution.

G. DISPUTES

34. Dispute Review Committee

- I. If the contractor believes that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was KREDA wrongly taken, the decision shall be referred to the DISPUTE REVIEW COMMITTEE within 14 days of the notification of the Engineer's decision.

35. Procedure for Disputes

- I. If the contractor not satisfied with the Decision of employer he should first approach the Dispute review Committee, before approaching any Court of Law.
- II. The Dispute Review Committee shall be constituted by the employer with three members, one from Employer, One from Contractor and the other to be nominated jointly by the above two members to give a decision within 14 days of receipt of a notification of a dispute.



H. SPECIAL CONDITIONS

- a) Payments shall be made after release of adequate fund against the work by the Government.
- b) Work will have to be started within 15 (fifteen) days from the date of issue of formal work order and will have to be completed in all respect within the Scheduled time.
- c) The contractor after receiving the Letter of Acceptance from authority shall submit the Work Programme to the concerned Executive Engineer within 7(Seven) days from the date of issue of the Letter of Acceptance. In the work programme, fortnightly progress (quantitative) proposed to be executed against all allotted items of work are to be reflected. The Work Programme is to be duly signed by the Contractor.
- d) The concerned Executive Engineer in turn, shall forward the same after necessary scrutiny to the Superintending Engineer for onward transmission to the Director within 7(Seven) days from the date of receipt of the Work Programme.
- e) The signing of the contract agreement will be subject to the acceptance of the Work Programme by the Project Director/Chief Executive Officer.
- f) The Work Programme shall form a part of the Contract Agreement, and the Contractor should follow the Work Programme strictly so as to complete the work within Scheduled Time.
- g) Work shall have to be started within 15 (fifteen) days from the date of issue of formal work order and will have to be completed in all respect within the Scheduled time.
- h) The progress of work will be monitored with respect to the Work Programme
- i) The Contractor shall have to make proportionate progress as reflected in the Work Programme.
- j) Time extension shall not be allowed except in Special circumstances/Force Majeure conditions.
- k) In case of failure to execute the work within the stipulated time and/or failure to make proportionate progress, the balance work shall be withdrawn and no claim what so ever shall be entertained. In such a case the security deposit shall be forfeited followed by imposition of penalty as fixed by the Employer and may lead to suspension/cancellation of registration.
- l) In case of failure to execute the work within the stipulated time and/or failure to make proportionate progress, and if such failure leads to loss of public life and property, then the contractor may be blacklisted, if satisfactory reply is not furnished.
- m) In case of works involving forest materials like Earth work/Silt/Sand in filling, Stone materials etc, Forest Permits/FRCC (Forest Royalty Clearance Certificate) shall have to be obtained from Forest Department after payment of Forest Royalty before starting of work/supply.



- n) The contractor after receiving the letter of acceptance shall mobilize the required quantity of vehicles, equipment and machineries etc at the work site within 7(Seven) days from the date of issue of the formal work order.
- o) The KREDA shall arrange the required seat of land for execution of the work and shall hand over to the Contractor within 7 (seven) days from the date of issue of formal work order.
- p) In the event of requirement of felling any Tree, falling within the seat of work, the KREDA shall arrange all the required permission from the appropriate authorities/agencies/persons for the same within 15 (fifteen) days from the date of issue of formal work order.

I. ADDITIONAL CONDITIONS:

Scope of Work:



1. Solar Pumping system: Supply, installation and commissioning of solar pumping system including the following:

- **Solar Pumpset with controller. Controller to consist of VFD, surge suppressor, DC MCB, remote monitoring system all enclosed in an IP 65 enclosure (As per MNRE approved specification). The Pump set should conform to BIS norms.**

Note: (please note that the rates quoted for pipes should be including all plumbing accessories for supply, inst & commissioning)

- **Solar Photovoltaic Modules:** The offered module shall be in accordance with the requirements of MNRE.
- **Module mounting structure:** The module & frame structure shall be mild steel, hot dipped galvanized (120 micron) with corrosion resistant painting for holding the PV modules.
- **Civil foundation for the module mounting structure**
- **Earthing**
- **3 core AC flat cables and multistrand DC cables of optimum thickness and length as per site**
- **Lightening arrestors**
- **Electrical accessories**

Work sites and preliminaries:

- 
- 1) The work will be located in different places of in the Districts. Pin pointed sites will be shown to the contractors by the Executive Engineer or his authorized representative. The Executive Engineer reserves the right to change any pin pointed site prior to starting of work within the District under special circumstances and the Contractor shall have to undertake work in question in the changed location for which no extra claim shall be entertained.
- 2) The contractor will have to procure all required equipments/ materials at his own cost.
- 

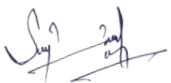
Supervision:

Besides the above, the standard guidelines also have to be followed strictly for all works under the supervision of the Executive Engineer or his authorized representative.

- 1) All materials to be provided by the contractor shall be in conformity with the specifications/schedule of work as per the contract and the contractor shall furnish proof, if so required by the Engineer-in-Charge to his satisfaction that the materials do so comply.
- 2) The department, through the Engineer-in-Charge, shall have full powers to reject any materials or work due to a defect therein for not conforming to the required specification, or for materials not being of the required quality and standard or for reasons of poor workmanship or for not being in accordance with the sample approved by him. The contractor shall forthwith remedy the defect/replace the materials at his expense and no further work shall be done pending such rectification/replacement of materials, if so instructed by the Engineer-in-Charge.
- 3) In case of default on the part of the contractor, the Engineer-in-Charge shall be at liberty to procure the proper materials for replacement and/or to carry out the rectifications in any manner considered advisable under the circumstances and the entire cost & delay for such procurement/rectification shall be borne by the contractor.
- 4) Access to the works: The Engineer-in-charge and any person authorized by the department shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles are being obtained for the works and the contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

Inspection of works:

No work shall be covered up or put out of view without the approval of the Engineer-in-charge or the Engineer-in-charge's representative or any other officer nominated by the department for the purpose and the contractor shall afford full opportunity to any other officer nominated by the department for the purpose to examine and measure any work which is about to be covered up or put out of view and to examine before permanent work is placed thereon. The contractor shall give due notice to the Engineer-in-charge's representative whenever any such work is ready or about to be ready for examination and the Engineer-in-charge's representative shall, without unreasonable delay, attend for the purpose of examining and measuring such work.



Bill of Quantity:

The quantity of works/materials given in the price schedule is given on broad estimation basis for each system. The actual work may involve minor variations at the time of execution as per the site condition. The installation of the system at each point shall be considered as one complete work if required for proper installation shall be done under the same bid/allotted price, so as to yield the desired output in all respect. No claim shall be entertained for such minor/extra works items.

Removal of Improper Work and Materials:

- 1) The Engineer-in-charge shall during the progress of the works have power to order in writing from time to time:
 - a) The removal from the site, of any materials which in the opinion of Engineer-in-charge, are not in accordance with the contract/ work order/approved sample.
 - b) The substitution with proper and suitable materials.
 - c) The removal and proper re-execution, notwithstanding any previous test thereof or interim payment there from, of any work which in respect of materials or workmanship is not in accordance with the contract.
- 2) In case of default on the part of the contractor in carrying out such order, the Engineer-in -charge shall be entitled to employ and pay other agency to carry out the same and all expenses consequent thereon shall be recoverable from the contractor or may be deducted from any amount due or which may become due to the contractor.

Defects appearing after acceptance:

Any defects which may appear within the defect liability period and arising, in the opinion of the Engineer-in-charge, from lack of conformance with the drawings and specifications, shall, if so required by the Engineer-in-charge in writing, be remedied by the contractor at his own cost within the time stipulated by the Engineer-in-charge. If the contractor fails to comply, the Engineer-in-charge may employ other persons to remedy the defects and recover the cost thereof from the dues of the contractor.

Defective Materials:

- 1) All materials not conforming to the requirements of the specifications shall be considered as defective, and all such materials, whether in place or not shall be rejected. They shall be removed immediately by the contractor at his expenses and replaced with acceptable material.
- 2) No rejected material, the defects of which have been subsequently corrected, shall be used on the work until approval in writing has been given by the Engineer-in-Charge. Upon failure on the part of the contractor to comply with any instruction of the Engineer-in-charge made under the provisions of this article within the time stipulated by the Engineer-in-



charge, the Engineer-in-charge shall have authority to remove and replace defective material and recover the cost of removal and replacement from the contractor.

- 3) Further all such defective material lying at site not removed and replaced within 7(seven) days after issue of notice by the Engineer-in-charge, if the Engineer-in-charge so decides shall disposed off such material in any manner without any further written notice to the contractor.



APPENDIX/CHECK LIST

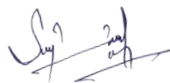
All bidders shall furnish the following information:-

- 1) Undertaking that the Bid shall remain valid for the period in the prescribed format Financially Sound/Bank certificate from any Schedule Bank where the bidder is an account holder.
- 2) Copy of original documents defining the constitution of legal status, place of registration, and principal place of business; power of attorney (in notary form) of the signatory of the Bid to commit the Bidder.(applicable in case of company/enterprises/firm etc)
- 3) Annexure A: Technical assessment marking. Documentary proof to be attached.
- 4) Statement of total monetary value of construction work performed during last 3 years.
- 5) Copy of single work order of value not less than INR 2 Crore for works with solar power plant under any Government Department in India. Completion report to be submitted.
- 6) Copy of work order for single/ multiple solar pumping system of each more than 30 HP motor rating
- 7) Experience in executing similar nature of work in the last three years
- 8) Abstract of Annual Turnover certificate for the last three years i.e Financial Year (FY) 2019-20, 2018-19, 2017-18, or (FY) 2018-19, 2017-18, 2016-17, from registered Chartered Accountant (CA) as per prescribed format duly attested by the bidder.
- 9) Authority to seek references from the Bidder's bankers.
- 10) PAN Card.
- 11) Caste Certificate (if applicable).
- 12) Up to Date Labour License.
- 13) GST registration Details.
- 14) Undertaking in the form of notary affidavit that *the bidder will start the work within 15(fifteen) days from the date of issue of work order and will complete the allotted work in all respect within the stipulated time of completion*
- 15) Joint Venture Agreement.
- 16) Cost of bid document/Bid security .


NOTE:

1. ***Sub Contract will not be allowed in any form.***
2. ***KREDA may verify all documents with concern authority and any discrepancy may lead to cancellation of registration.***

3. The bidders shall submit the manual technical bid as follows:
- a) Cost of bid document and Bid Security in one sealed envelope.
 - b) One hard copy of technical bid (**supporting documents only etc. self attested**) as per the ITB for verification & checking authenticity of documents during evaluation in separate sealed envelopes.
 - c) The amount of Bid Security / EMD shall be **Rs. 4 lac**.



SECTION - 2
QUALIFICATION INFORMATION



BIDDERS INFORMATION/ DETAILS

(To be submitted/uploaded)

2. NAME OF THE BIDDER(COMPANY/FIRM/ JOINT VENTURE):
3. TYPE OF BIDDING (i.e. FIRM/COMPANY/JOINT VENTURE etc):
4. NAME OF BIDDER/ JOINT VENTURE PARTNERS :
5. FULL ADDRESS OF THE BIDDER/JOINT VENTURE PARTNERS :
6. MOBILE NO OF BIDDER/ JOINT VENTURE PARTNERS :
7. IN CASE OF JOINT VENTURE, PLEASE SPECIFY NAME OF LEAD BIDDER:
8. EMAIL.IDs:



SECTION-3
CONDITION OF CONTRACT

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SECTION - 3
CONDITIONS OF CONTRACT



A. GENERAL

1. Definitions

- I. Terms, which are defined in the Contract Data, are not also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

The **Completion** Date is the date of completion of the works as certified by the Engineer.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents

The **Contract Data** defines the documents and other information, which comprise the Contract.

The **Contractor** is a person or corporate body who's Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed bidding document submitted by the contractor to the Employer and includes Technical and Financial Bids.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; Months are Calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

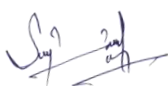
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the works, which is to have a mechanical, Electrical, Electronic or Chemical or Biological function.

The **Project Director/CEO** is the person names in the Contract Data who is responsible for allowing the Contractor to start work, administering the contract, certifying payments due to the Contractor, issuing and valuing Variation to the Contract, awarding extensions of time, and valuing Compensation Events.

The **Site** is the area defined as such in the Contract Data.



Site Investigation Reports are those, which were included in the bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site.

Specification means the specifications of the works included in the contract and any modification or addition made or approved by the Engineer.

The Start Date is given in the Contract data. It is the date when the contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

The **Works are** what the contract requires the contractor to construct, install, and turn over to the Employer, as defined in the contract data.


2. Interpretation

- I. The documents forming the Contract shall be interpreted in the following order of priority:
 - (1) Agreement
 - (2) Letter of Acceptance, notice to proceed with the works
 - (3) Contractor's Bid
 - (4) Contract Data
 - (5) Condition of Contract including Special Conditions of Contract
 - (6) Specifications
 - (7) Bill of Quantities and
 - (8) Any other document listed in the Contract Data as forming part of the Contract


3. Language and Law

- i. The language of the Contract and the law governing the Contract are stated in the Contract Data. Any dispute will be addressed under the jurisdiction of Guahati High court at only
- ii. Any litigation will be addressed by the concern Executive Engineer of the concern Division under whose jurisdiction the work is in progress/ completed.

4. Director's Decisions

- 
- I. Except where otherwise specifically stated, the PD will decide contractual matters between the LAHDC and the Contractor in role representing the Employer.

5. Delegation

- 
- I. The Engineer appointed by the Director may delegate any of his duties and responsibilities after approval from the Project Director to other people after notifying the Contract and may cancel any delegation after notifying the contractor.

6. Communications

- I. Communications between parties which are referred to in the conditions are effective only when in / writing.

7. Other Contractors

- I. The Contractor shall co-operate and share the site with other contractors, public authorities, utilities and the Employer between the dates given in the schedule of other contractors. The Contractor shall as referred to in the contract data; also provide facilities and services for them as described in the schedule. The Employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

8. Personnel

- I. The Contractor shall employ the Key Personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the function stated in the schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of Key Personnel only if their Qualifications, Abilities and Relevant Experience are substantially equal to or better than those of the personnel listed in the schedule.
- II. If the Engineer asks the Contractor to remove a person who is a member of the contractor's staff or his work force stating the reasons the contractor shall ensure that the person leaves the site within 7 days and has no further connection with work in the contract.

9. Construction Equipments

The Bidder should submit possess/arrange Construction Equipment essential for carrying out the works and should submit the information as per proforma below.

Sl	Nature of Equipment	Availability of Equipments	
		Owned / Leased Rented	Nos./Capacity
1			
2			
3			
4			
5			

10. Site Investigation Reports

- I. The Contractor, in preparing the Bid, shall rely on any site Investigation Reports referred to in the Contract Data, supplemented by any information available to the Bidder.

11. Queries about the Contract Data

- I. The Engineer will clarify queries on the Contract Data.

12. Contractor to Construct the Works

- I. The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

13. The Works to be completed by the Completion Date.

- I. The Contractor may commence execution of the Works on the Start Date (within 15(fifteen) days from the date of issue of work order) and shall carry out the Works in accordance with the Work Programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Stipulated Completion Date.

14. Safety

- I. The Contractor shall be responsible for the safety of all activities on the site.

15. Discoveries

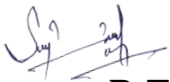
- I. Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

16. Access to the Site

- I. The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/fabricated/assembled for the works.

17. Instructions

- I. The Contractor shall carry out all instructions of the Engineer pertaining to works, which comply with the applicable laws where the Site is located.
- II. The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so required by the Employer.



B. TIME CONTROL

18. Programme

- I. Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Work Programme showing the general methods, arrangements, order, and timing for all the activities in the works along with monthly cash flow forecast.
- II. An update of the Work Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- III. The Contractor shall submit to the Engineer, for approval, an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.

19. Extension of the Completion Date

- I. The Engineer shall extend the Completion Date if any untoward incident/ natural calamity occurs with due approval of the Director, KREDA.

C. QUALITY CONTROL

20. Identifying Defects

- I. The Engineer shall check the Contractor's work and notify the Contractor of any defects that are found need to be corrected within the stipulated date.

21. Correction of Defects

- I. The Engineer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data.
- II. Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.

22. Uncorrected Defects

- I. If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount and no further claim will be entertained.




D. COST CONTROL

23. Bill of Quantities

- I. The Bill of Quantities shall contain items for the construction work to be done by the Contractor.
- II. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

24. Payment Certificates

- I. The value of work executed shall be determined by the concerned Engineer.
- II. The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities Completed.

25. Payments

- I. The Employer or his representative shall pay the Contractor the amounts certified by the site Engineer as and when fund is available.

26. Currencies

- I. All payments shall be made in Indian currency (INR).

27. Retention

- I. On completion of the whole of the works any retained amount will be returned in full after the completion of the Defects Liability Period without any interest.

28. Cost of Repair

Loss or damage to the works or materials to be incorporated in the works between the starting date and the defects correction period shall be maintained/recouped by the contractor at the contractor's own cost.

E. FINISHING THE CONTRACT

29. Completion

The Contractor shall request the concerned site Engineer to issue a certificate of completion of the works and the Engineer will do so after due approval from the Project Director and upon deciding that the work is completed.

30. Termination

- I. The Employer may terminate the Contract if the other party causes a fundamental breach of the contract.
- II. Fundamental breaches of contract include, but shall not be limited to the following:

- The Contractor stops work for 28 days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the site Engineer;
 - The contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - The Project Director gives notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the site Engineer;
 - The Contractor does not maintain a security which is required;
 - The Contractor has delayed the completion of works by the number of days allowed by the Employer on reasonable ground. (The Security Deposit will be for fitted)
 - If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - The contractor does not bring to the site all the plants & machineries as required for the work and / or does not ensure presence of key persons at site to the full satisfaction of the Project Director.
- III. If the Contract is terminated the contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.

31. Payment upon Termination

- I. If the contract is terminated, the Director shall issue a certificate for the value of the work done less payments received up to the date of issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract data along with penalty imposed upon by the employer.
- II. If the contract is terminated, the security deposit including Earnest Money will be forfeited and no any claim will be entrained.

32. Property

All materials on the Site, Plant, Equipment, Temporary works and works are deemed to be the property of the Employer, if the Contract is terminated.

F. SPECIAL CONDITIONS OF CONTRACT

a) LABOUR:

The contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The contractor shall, if required by the Project Director, deliver to the Director a

return in detail, in such form and such intervals as the Director may prescribed, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

b) COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the contract, the contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

The Contractor must follow all the act/ rules of India/Ladakh Labour Regulations.

c) Inspection and Plants and Allied Machinery:

The plant and allied machinery required for execution work shall be inspected/examined by the Project Director, Project Coordinator and the concerned Engineer before commencement of the work. The report shall further be submitted to the Authority.

G. ADDITIONAL SPECIAL CONDITIONS

33. In order to ensure completion of the work within Scheduled Time, the Contractor shall submit a Work Programme for approval of the same by the department before commencement of the work, following target dates are fixed for the related activities for compliance by all concerned.

34. From the date of taking over of the site by the contractor till the completion of work the entire responsibility of maintenance of approach road to the work site along with full safety of the site will lay with the contractor.

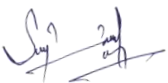
35. The contractor after receiving the letter of acceptance shall furnish 3(three) Xerox copies of the contract agreement including the qualification criteria and other related papers forming the contract, as directed by the Department for which no extra payment shall be paid by the employer/Deptt.

36. The contractor after receiving the letter of acceptance shall place technical key persons within 7(Seven) days with their name with address for communication, telephone No to the concerned Executive Engineer. During execution of the project, replacement of technical key persons, once posted cannot be withdrawn/ replaced without prior approval of the employer/Deptt.

37. The contractor after receiving the letter of acceptance shall place required good condition & workable tools & machineries at work's site within 7(Seven) days.

38. The work will be executed as per specifications of sanctioned estimate of KREDA.

- 39.**In case a third party monitoring is required, appropriate video recording/ photography of the progress of implementation at the project site shall be carried on during the execution of work and on completion of the work as mandatory. The third party as appointed by the State Govt. shall be informed by the Employer to the selected bidder and concerned site Engineer of KREDA.
- 40.**All taxes & levies/cess etc shall be deducted as per Govt. rules.
- 41.**Each and every page constituting technical bids submitted should preferably be bound and shall signed/self attested by the authorized representative of the bidder submitting the bids.
- 42.**Credential certificate for single similar work/quantity executed in a particular year submitted by the bidder from any employer of the Other Department shall contain the full name, address, e-mail address, fax no. & mobile no. of the issuing officer and his head of the department shall invariably be furnished along with the certificate for verification from this office/bid evaluation committee during the time of Technical bid evaluation. In the event of non fulfillment of the above condition or, non receipt of the certificate from the concerned authority within 7(Seven) days time for confirmation of the authenticity of the certificate as well as its contents; the said credential shall not be taken into consideration for qualification of the bidder.
- 43.**GST, Forest Royalty including other charges levied by the Forest Department on forest products including any other taxes as applicable is to be paid by the contractor. The department shall deduct the amount of GST, ST, Labour cess (1%) and any taxes from the contractor's bill, if the contractor fails to produce the valid certificates from the concerned departments. In the case of Forest products like earth/silt/clay/ boulder/stone/sand, etc the contractor is to collect the Forest Permit/FRCC from the forest department before starting the work.
- 44.**All deduction (taxes/handling charges/custom duty/income taxes/ royalties/labour cess, etc) will be made as per the Government rule/ norms prevail at the time of payment.
- 45.**The Engineer may also extend the Completion Date after obtaining approval from Director/ Employer on request of Contractor on specific ground.
- 46.**Valid Email address of the contractor is necessary for further communication and any intimation done via email should be responded by the contractor.



SECTION-4

FORM

(To be filled by Bidder)



AFFIDAVIT of Work/Project/Scheme/Tender

(To be submitted in original along with hard copy of Technical documents)

1. I, the undersigned, do hereby certify that all the statements/information furnished in the bid document for the work of _____ (name of work) are true and correct to the best of my knowledge.

2. The undersigned on behalf of the Firm/Company also hereby certify that neither I/our Firm/Company have abandoned any work in India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.

3. The undersigned hereby authorize(s) and requests) any Bank, Person, Firm or Corporation to furnish pertinent information deemed necessary and requested by the department to verify the statements/information or regarding my (our) competence and general reputation.

4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/project implementing agency.

(Signature of the Bidder with proper title and full address)

Date _____

AFFIDAVIT of BID

(To be submitted in original along with hard copy of Technical documents)

1. I, the undersigned, do hereby certify that all the statements/information furnished in the bid document for the work of _____(name of work) are true and correct to the best of my knowledge.

2. The undersigned on behalf of the Firm/Company/JV also hereby certify that I have carefully read all the pages/point/ clauses incorporated in the Bid document/Tender Document/ITB

3. The undersigned on behalf of the Firm/Company/JV also hereby certify that I have agreed to all the points/ clauses incorporated in the bid Document and at all point of time will abide by the Bid document/Tender Document/ITB

4. The undersigned understand and agrees, that the employer/ department have the discretionary power to take action against the undersigned in the case of breaching of any point of the Bid document/Tender Document/ITB

(Signature of the Bidder with proper title and full address)

Date

UNDERTAKING of Bid Validity

(To be submitted in original along with hard copy of Technical documents)

I, the under signed do hereby undertake that I/our JV/Company/enterprise/firm ___agree to abide by this bid for a period as notified by the employer after the deadline date fixed for receiving the same and it shall be binding on us and may accept at any time before the expiration of that period

(Signed by an Authorized person of the Firm/Company/JV)

Title/Designation of the Authorised person

Name of Firm/Company/JV etc

Date

FINANCIAL INFORMATION

- I. Financial Analysis – Details to be furnished duly certified by the Chartered Accountant or equivalent Competent Authority, as submitted by the applicant to the Income Tax Department or equivalent Competent Authority (Copies to be attached).

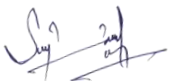
Sl. No.	Particulars	2016-17	2017-18	2018-19
(i)	Gross Annual Turnover			
(ii)	Profit /Loss			

The following certificates shall be enclosed:

- (i) Bank Certificate from Bankers of applicant.
(ii) Copy of Annual Turnover for last 3 years certified by Chartered Accountant or/ every year since incorporation

Signature of Chartered Accountant with Seal

Signature of Applicant(S)



AUTHORITY TO SEEK REFERENCE

(To be submitted in original along with hard copy of Technical documents)

(The Authority to seek reference certificate need to be from the bank from which the bidder has procured the financially sound/satisfactory certificate)

Employer (therein after called the PROJECT DIRECTOR, KREDA KARGIL, ,) is hereby authorized to seek reference from my Banker, as and when required.

Date:-

Signature of the bidder/
Authorized person of the Firm/Company
Name in full (in block capital letters)
Address-

Place:-

ACCOUNT NO:

DATE OF COMMENCEMENT OF THE ACCOUNT:

TYPE OF ACCOUNT: SAVING/CURRENT/OD etc

**Name & address of the Banker
with contact Telephone No. /e-mail id
along with Seal of the Bank and
Signature of the Authorized Officer**

Annexure A: Technical assessment marking:

Sl. No.	Technical evaluation	Marks	Marks Obtained
1	Experience of executing solar photo voltaic power plant related work of minimum value of 2 Crore	40	
2	Annual turnover of more than 10 Crore in any of the last 3 financial years	30	
3	Experience of executing single work order of single solar pumping system of more than 30 HP	20	
4	List of qualified employees	10	
	Total	100	

Note: The bidder has to score more than 75% in the above marking system. Bidders with less than 75% will be rejected

