

**MECON LIMITED**

A Government of India Enterprise

RANCHI – 834002

Phone : 0651 2480002/2480216

Fax : 0651 2482215/2482214

Web site : <http://www.meconlimited.co.in>

Tender No.: 11.74.SPP-MECON/Ph-IV/048

Date 24.11.2020

INVITATION TO TENDER

Subject : Tender for design, engineering, manufacture, inspection, supply, transportation, storage, insurance, civil work, erection, testing, commissioning and O&M of the grid connected rooftop 60kWp Solar PV plants including all auxiliaries at MECON head Office, Ranchi.

SALIENT FEATURES OF THE INVITATION TO TENDER

1.	Tender enquiry no. & date	11.74.SPP-MECON/Ph-IV/048 dated 24.11.2020
2.	Project description	Design, engineering, manufacture, inspection, supply, transportation, storage, insurance, civil work, erection, testing, commissioning and O&M of the grid connected rooftop 60kWp Solar PV plants including all auxiliaries as per Technical Specification (Attachment-I) at MECON head Office, Ranchi.
3.	Due date & time of submission & Tender Opening	Submission: 15.12.2020 by 16.00 Hrs "Indian Standard Time (IST)". Opening: 15.12.2020 at 16.30 Hrs "Indian Standard Time (IST)".
4.	Pre-Bid Conference on	01.12.2020 at 3.00 PM in the Office of GM I/c (PP&EE), MECON Limited, Ranchi-834 002
5.	Validity of Tender	Four (04) months from the due date of opening of Techno-commercial Part of the tender document.
6.	Time Schedule of Contract	Within 60 (sixty) days from date of work order.
7.	Cost of bidding document(non refundable)	Rs.1,180/- (Indian Rupees One Thousand one hundred eighty only). (Account payee Demand Draft shall be in favour of MECON Limited and payable at par at Ranchi)
8.	Earnest Money Deposit	Rs.10,000/- (Indian Rupees Ten Thousand only). (Account payee Demand Draft shall be in favour of MECON Limited and payable at par at Ranchi)
9.	Place of submission of bid	Office of GM I/c (P&S), Purchase & Stores Section, MECON Limited, Doranda, Ranchi - 834 002, Jharkhand.



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Dear Sir,

M/s MECON Limited (hereinafter referred to as MECON or PURCHSER) have pleasure in enclosing the following tender documents for the above work and invite sealed best & binding offer from the reputed vendors for execution of the subject work on turn-key basis. The following attachments have been enclosed along with the Invitation to tender :

1	Technical Specification & BOQ	Attachment-I
2	Draft Work Order	Attachment-II
3	Summary of Tender	Attachment-III
4	Price Schedule Format	Attachment-IV
5	Declaration by Tenderer	Attachment-V
6	Undertaking by Tenderer	Attachment-VI

Note:

- a) **All the Attachments mentioned above shall be submitted by the Tenderer along with their tender duly filled and stamped & signed on each page as a token of acceptance to the terms & conditions.**
- b) **Bidders may depute their authorized representative, on due date of submission of the tender specified above during opening of techno-commercial offer.**
- c) **Any change in the due date shall be notified on MECON's website.**
- d) **THIS IS A 'NO DEVIATION' TENDER AND OFFER OF THE BIDDERS TAKING DEVIATIONS IN ANY TERMS & CONDITIONS OF THE TENDER SHALL BE REJECTED.**
- e) **The due date fixed for opening of offer, if subsequently declared as holiday by MECON, the revised date of schedule will be notified. However, in absence of such notification, the offers will be opened on next working day, time and venue remaining unaltered.**

1.0 ELIGIBILITY CRITERIA, QUALIFICATION & CLARIFICATION

1.1 Technical Eligibility

The Bidder should have successfully supplied, installed and commissioned at least one number of grid interactive Solar PV Power Plant with minimum installed capacity of 60 kWp at one location and the plant should have at least one inverter / PCU of capacity not less than 20 KVA. The above Solar PV Power Plant should have been commissioned during last seven (07) years ending 6 (six) months prior to last date of submission of bid as per NIT.

Documents to be submitted in support of fulfilment of above eligibility criteria :

- a) **Notarized copy of work order (indicating the detail scope of work) issued by client and duly endorsed by bidder.**
- b) **Notarized copy of successful commissioning and operation from client, clearly indicating the date of commissioning, reference of Work Order & issue date of the certificate duly endorsed by bidder.**



1.2 **Financial Eligibility**

The average annual financial turnover of the Bidder/ Tenderer during last three (03) consecutive financial years ending March, 2020 shall be at least **Rs. 20.0 Lakh**.

The Bidder shall submit Original Chartered Accountant's certificate in support of their meeting the above stipulated financial requirements (Membership no & FRN No / UDIN of Chartered Accountant Firm shall be mentioned in the Certificate).

OR

The Bidder shall submit Audited Annual Financial Reports or Profit & Loss statement for last three (03) consecutive financial years ending March, 2020.

1.3 **Commercial Document to be submitted**

a) Copy of following Documents to be submitted by the tenderer:

1.	Entire tender document duly signed & Stamped on each page
2.	Copy of PAN, GSTIN and MSME Certificate (Udyog Aadhar Memorandum)
3.	Unique GeM Seller ID. GeM Seller ID is not mandatory at the time of tendering. It is only required for the successful tenderer at the time of award of Contract / Placement of order

2.0 **SUBMISSION OF TENDER & BIDDING PROCESS**

a) Place of submission of bid:

GM I/c (P&S) Purchase & Stores Section MECON Limited, Doranda, Ranchi – 834 002 Jharkhand	Phone : +91-0651 248-3210 Fax : +91-0651 2482–214/ 189 E-mail: purchaseranchi@meconlimited.co.in
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b) All pages of the bid document shall be signed & stamped by the authorized person of the firm / company.

c) Tender shall be prepared and submitted **in two sets (original and one copy)** in a SEALED ENVELOPE containing two individually sealed envelopes i.e.

- Envelope 1 (Part -1) &
- Envelope 2 (Part – II) as follows.

2.1 **PART - I (To be kept in one sealed envelope i.e. Envelope-I) : Techno Commercial Part**

This envelope shall be marked as Techno Commercial Part and shall contain:-

a) **Set – A: For Technical Evaluation**

b) **Set – B: For Commercial Evaluation**

The content of each Set is elaborated below.

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a) Set – A: For Technical Evaluation	
i)	Cover letter with list of contents in the bid document
ii)	Documents as per technical eligibility criteria (Serial no. 1.1 above).
iii)	<p>Signed & Stamped Attachment-IV: Blanked Price format. Tenderer shall enclose Photocopy of price part submitted <u>but after blanking the actual price/rate offered and written “QUOTED” instead.</u></p> <p>Any foot notes, remarks etc. appearing in the PRICE BID should necessarily appear in the <u>Un-priced copy of the PRICE BID and that there shall be no change or addition/ deletion except for filling-up of the actual offer / prices in the Price part submitted in Part-II, as compared to the photocopy of this part submitted with Part-I.</u></p> <p><u>Any additions, noting/ superscriptions made in Part –II will make the whole offer void & same shall be rejected</u> forthwith.</p>
iv)	Signed & Stamped Technical Specification(Attachment-I)
v)	Documents as per Technical Specification (Attachment-I)
vi)	Any other technical information/document the Tenderer wishes to furnish alongwith the offer.

b) Set – B: For Commercial Evaluation	
i)	Cover letter with list of contents in the bid document
ii)	Power of Attorney/Authorization with the seal of the company of person signing the Tender document.
iii)	DD payable at Par at Ranchi towards Cost of Tender document in favour of MECON Limited.
iv)	DD for EMD in favour of MECON Limited.
v)	Signed & Stamped ITT
vi)	Signed & Stamped copy of Attachment-II
vii)	<p>Signed & Stamped Blanked Price format(Attachment-IV) Tenderer shall enclose Photocopy of price part submitted <u>but after blanking the actual price/rate offered and written “QUOTED” instead.</u></p> <p>Any foot notes, remarks etc. appearing in the PRICE BID should necessarily appear in the <u>Un-priced copy of the PRICE BID and that there shall be no change or addition/ deletion except for filling-up of the actual offer / prices in the Price part submitted in Part-II, as compared to the photocopy of this part submitted with Part-I.</u></p> <p><u>Any additions, noting/ super-script ions made in Part –II will make the whole offer void & same shall be rejected</u> forthwith</p>
viii)	Duly Filled, Signed & Stamped Attachment-V: Declaration by Tenderer
ix)	Duly Filled, Signed & Stamped Attachment-VI: Undertaking by Tenderer
x)	Documents as per Financial Eligibility Criteria (SI.No. 1.2 above)
xi)	Any other commercial information/document the Tenderer wishes to furnish alongwith the offer.

**2.2 PART - II : Price Part (To be kept in one sealed envelope)**

This envelope shall be marked as “Price Part”. The price shall be submitted as per MECON’s price format only.

The envelope containing the Price Part should clearly be marked as **‘Part II – Price Part only – ‘DO NOT OPEN’**. Tender No., Project description, Technical Specification No. and due date shall also be clearly mentioned on the Envelope in Bold Letter. Any Tender with Price Part received in open condition shall be liable to be rejected.

i)	Cover letter with list of contents in the bid document
ii)	Price part shall contain PRICE part as per MECON's price format (Attachment – IV) <u>without any terms & conditions attached.</u>

2.3 A covering letter indicating clearly the details of Tender, chapters, Annexure/ schedules of complete Tender shall be submitted describing the contents inside the main sealed envelope as mentioned above. Tender shall be sent duly sealed indicating Tender No., Description and Due date of opening written on the main envelope.

2.4 The bidding process will be as under:

- a) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the techno-commercial proposal and the financial proposal;
- b) The envelopes shall be marked as “Techno-Commercial Proposal” and “Price Bid” in bold and legible letters;
- c) In the first stage, only the envelope marked “Techno-Commercial Proposal” shall be opened and the envelope marked as “Price Bid” shall be retained without being opened;
- d) The techno-commercial proposals of all the tenderers shall be evaluated. The proposals which meet all the eligibility criteria laid down in this document shall be accepted for the second stage. The proposals which do not meet any of the eligibility criteria laid down in this document shall be rejected;
- e) During technical evaluation no amendments in the technical proposal shall be permitted;
- f) The Price Bid of techno-commercially acceptable tenderers shall be opened publicly at a time, date and venue announced and communicated to the tenderers in advance.
- g) During techno-commercial bid opening, only bidder’s names, EMD & cost of tender submitted by the bidders shall be declared. During price bid opening, only total price will be declared.
- h) In case of non-receipt of competitive bids, the said bid opening may be suspended and further extension of due date of submission of offer may be given or re-tendered, at the discretion of the Purchaser.
- i) The date fixed for opening of bids, if subsequently declared as holiday by MECON, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

2.5 Insertion, post-script, addition and alteration shall not be recognised unless confirmed by Tenderer’s signature and stamp.



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- 2.6 Incomplete Tender or Tenders (not submitted as per requirement of MECON as indicated in the 'Invitation to Tender') shall be liable to be rejected.
- 2.7 Conditional and unsigned tenders, tenders containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective, tenders which are not in accordance with the tender conditions laid down by the Accepting Officer and tenders not submitted in the prescribed forms are liable to be rejected.
- 2.8 It shall be the responsibility of the tenderer to ensure that the tender has been submitted in the formats and as per the terms & conditions of the tender document and no change should be made therein. In the event of any doubt regarding the terms & conditions / formats, the persons concerned may seek clarification in this regard from MECON.
- 2.9 The completion of supplies/ services detailed above is of prime importance and the tender is to be finalized within shortest possible time. As such, tenderer is requested to furnish an exhaustive/complete offer so that required clarifications/discussions can be minimised.
- 2.10 Any request for extension of time for submission of bid will not be entertained.

2.11 **QUALIFICATION**

- i/ It will be presumed that the Bidder has gone through the entire Tender Document, which shall be binding on the Tenderer.
- ii/ MECON will ascertain to its satisfaction whether the Tenderer determined as having submitted responsive bids are qualified to satisfactorily supply the equipment / services being tendered. The determination will take into account the Tenderer's financial, technical and other capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Tenderer. An affirmative determination will be a pre-requisite for MECON to invite the Bidder to a clarification meeting, if required. A negative determination will result in rejection of the Bidder's bid.

2.12 **CLARIFICATION**

MECON may conduct clarification meetings with each or any Tenderer to clarify any aspects of its offer that require explanation at the stage of the evaluation. During these meetings, MECON may bring to the attention of the Tenderer any matters, technical or otherwise, where for whatever reason, it requires clarification / details about the tender. All such amendments or changes required by MECON will be listed and will be notified to all the Tenderers. MECON will advise the Tenderer of any exceptions or deviations in the offer that are to be withdrawn.

2.13 **PRE-BID CONFERENCE**

The interested parties may visit the site to satisfy themselves about the local conditions and site restrictions, physical/administrative/access etc., if any, before submission of bid. Bidders desirous of obtaining clarifications on clauses of the tender enquiry (Technical as well as Commercial) are requested to ensure their participation in the pre-bid conference. Failure to visit the site and attend pre-bid meeting shall not, under any circumstances whatsoever, at a later date, constitute a ground for mitigation of the terms of this contract

3.0 **SCOPE OF WORK**

- 3.1 The scope of work shall be as per Technical Specification & BOQ enclosed herewith as **Attachment-I**.



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3.2 The Tenderer shall carefully check the specification and shall satisfy himself regarding the technical requirement and completeness. Also, Tenderer shall, if required, inspect the site and satisfy himself about the actual site conditions and collect any other information, which may be required by him for submitting the tender for efficient execution of the work.

4.0 **PRICE**

4.1 The tenderer shall quote price / unit rates as per MECON's price Format (**Attachment –IV**) enclosed. Price quoted shall be firm & binding and shall not be subject to any variation till completion of work, excepting statutory variation in taxes. Tenderers are requested to quote for all the items as per Price Schedule Format (Attachment-IV) and part offer/incomplete offer shall be liable to be rejected.

4.2 Copy of un-priced price bid blanking the price should be submitted along with techno-commercial bid. In case on opening of the Price Bid it is found to be different than the un-priced copy of price bid submitted along with techno-commercial bid, the price bid of the bidder shall be rejected and will not be considered for further evaluation.

5.0 **EARNEST MONEY DEPOSIT**

The Tender must be accompanied by Earnest Money Deposit (EMD) in the form of a demand draft drawn in favour of MECON Limited. The earnest money will not earn any interest. If the Tenderer after submitting his tender resiles from his offer or modifies the terms and conditions thereof in a manner not acceptable to MECON, the Earnest Money shall be liable to be forfeited. Tenders not accompanied by Earnest Money shall be liable for rejection.

On acceptance of the tender (but not earlier than the expiry date of validity of Tender), the Earnest Money will be returned to the unsuccessful Tenderers on request.

Should an Invitation to Tender be withdrawn or cancelled by MECON, which it shall have the right to do at any time, the Earnest Money will be returned to the Tenderer.

Firms registered with SSI / NSIC / MSME and holding valid registration certificates / UAM are exempted from submission of the Earnest Money Deposit.

6.0 **COST OF TENDER DOCUMENTS**

The tender must be accompanied by cost of tender document (non-refundable), in the form of Demand Draft drawn in favour of MECON Limited, Ranchi. Tenders not accompanied by cost of tender shall be liable for rejection.

Firms registered with SSI / NSIC/MSME and holding valid registration certificates / UAM are exempted from submission of the Cost of Tender.

7.0 **NO CLAIM OR COMPENSATION FOR SUBMISSION OF TENDER**

The Tenderer whose Tender is not accepted shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with his submission of Tender, even though MECON may elect to withdraw the Invitation to Tender.

The purchaser reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the purchaser's action. The purchaser reserves the right to accept or reject any technology proposed by the vendor.



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8.0 ACCEPTANCE OF TENDER/ OPENING OF PRICE BID

The price part of only those Bidders found techno commercially acceptable shall be opened in the presence of such duly authorised representatives of tenderers who may wish to attend the price bid opening on a specific date and time. The techno commercial acceptable tenderers will be informed about the date and time of Price-bid opening giving advance notice of upto three days for deputing their authorised representative. Only one authorised representative of each tenderer shall attend the price bid opening.

After opening the price bids of techno-commercially acceptable bidders, the following methodology shall be adopted for price evaluation in case of ambiguities mentioned below:

- If on opening of the Price, any discrepancy is noted in the amount quoted in figures vis-à-vis words, the amount as quoted in words shall be considered.
- In case of difference in Unit price & Total Price in any item, the Unit rate shall be accepted and the total Price shall be arrived considering the said Unit Price and the specified quantity.

9.0 PRICE EVALUATION

Bidders are requested to quote all items of "Price Schedule Format" as stipulated in tender. Part offer shall be liable to be rejected.

The L1 tenderer shall be arrived on overall price basis i.e. Contract price (Total Price excluding GST + GST Ceiling amount) as per Price Schedule Format (Attachment-IV)

10.0 FINALISATION OF ORDER

- a) **It shall be mandatory for Sellers providing Goods and Services to Central Government Organizations to be registered on GeM and obtain a unique GeM Seller ID, at the time of placement of order / acceptance of Contract. This ID shall invariably be incorporated in every Supply Order / Contract / Agreement / Purchase Order while awarding any contract / order for procurement by any Central Government Organization governed by the GFRs 2017.**

It is clarified that GeM Seller ID is not mandatory at the time of tendering. It is only required for the successful tenderer at the time of award of Contract / Placement of order

- b) While MECON will endeavour to finalize the tender at the earliest, it reserves the right to delay finalization of the tender, if necessary, without assigning any reasons for the same. During finalization of the tender, MECON is not bound to accept lowest or any tender or to assign reasons whatsoever for non-acceptance.
- c) Further, MECON also reserves the right to cancel the tender without assigning any reasons for the same. However, in such an eventuality, MECON shall return the Earnest Money deposit and Cost of tender document to all the bidders after cancellation of the Invitation to tender.

11.0 NOTICE ON BEHALF OF MECON

- a. Notice and Certificate on behalf of MECON in connection with the order may be given by duly authorised officers of MECON.
- b. Any modification which may become necessary in the interim period will be intimated to the Tenderer as soon as possible.



12.0 PERIOD OF VALIDITY OF TENDER

The Tenderer shall keep his Tender valid initially for a period of **4 (Four) months** from the due date of opening of the Tender.

13.0 LANGUAGE

The Tender shall be submitted in English language.

14.0 TERMS OF PAYMENT

Subject to any deduction which MECON may be authorised to make under the work order, the contract price shall be payable as indicated in the enclosed **DWO (Attachment-II)**.

15.0 TIME OF COMPLETION

Timely completion of work is the most important aspect of the order. Tenderer shall complete entire work in accordance with the Completion Schedule indicated in this Invitation to Tender (ITT). Time of completion shall be firm and binding.

16.0 LIQUIDATED DAMAGES

Liquidated Damages shall be applicable as per enclosed **DWO (Attachment-II)**.

17.0 CONFIDENTIALITY

Tenderer shall note that all data/ drawings/ specification enclosed with Tender document is confidential. Tenderer shall keep all data/ drawings in strict confidence and shall not copy or pass on any of the Tender papers etc. to any third party. Tenderer shall return the Tender document alongwith the Tender.

18.0 GENERAL

18.1 Tenderer shall submit their offer strictly as per terms and conditions of Tender document without any deviation.

18.2 The tender is liable for rejection due to any of the reasons mentioned below, at the discretion of MECON:

- a. Non-Submission of tender within stipulated due date/extended due date
- b. Submission of tender without Price Bid
- c. Submission of technical bid & price bid in single envelope
- d. Submission of tender documents in unsealed envelope.
- e. Submission of un-signed tender
- f. Non-payment of Cost of Tender & EMD (excepting MSME bidders)
- g. Non-submission of required documents as per cl.no. 1.0 & 2.0 above.
- h. Conditional and / or vague offers
- i. Incomplete offer

18.3 Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

18.4 If the tenderer deliberately gives wrong information/false document in his tender, MECON reserves the right to reject such tender at any stage. Further the tenderer will be liable for any damage caused.



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- 18.5 Any change in the due date shall be notified on MECON's website. Also any corrigendum with regard to the subject tender shall be notified in MECON website within the scheduled submission date of offer. If any offer is submitted not in conformity with the tender conditions/specifications/price format etc., as per the tender document and subsequent corrigendum/s issued in this regard, the offer shall be liable to be rejected.

19.0 CORRESPONDENCE

All correspondences with regard to this tender shall be made to the following addresses:

GM I/c (P&S) MECON Limited, Doranda, Ranchi – 834 002, Jharkhand	Phone : +91-0651 248-3210 Fax : +91-0651 2482–214/ 189 E-mail: purchaseranchi@meconlimited.co.in
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GM I/c (P&S)
MECON Limited, Ranchi
Tel: 0651-2483210
E-mail: purchaseranchi@meconlimited.co.in

Encl : As above



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Attachment – I

Technical Specification & BOQ

(Attached separately)



Tender No.: 11.74.SPP-MECON/Ph-IV/048

Date 24.11.2020

Attachment – II

DRAFT WORK ORDER

M/S

Amendment No. : Nil
Dated : Nil

Work Order No.	Date of Order	Completion Date	CONTRACTOR's Code
11.74.....			

Sub. : Design, engineering, manufacture, inspection, supply, transportation, storage, insurance, civil work, erection, testing, commissioning and O&M of the grid connected rooftop 60 kWp Solar PV plants including all auxiliaries at MECON head Office, Ranchi.

Ref. : 1) Our Tender Enquiry No. 11.74.SPP-MECON/Ph-IV/048 dated 24.11.2020
2) Your Offer No. dated

3) Subsequent discussions ending with your letter no. dated

Dear Sirs,

With reference to above, We, the MECON LIMITED (herein after referred to as MECON) are pleased to place our Work Order on you (herein after referred as CONTRACTOR) for Design, engineering, manufacture, inspection, supply, transportation, storage, insurance, civil work, erection, testing, commissioning and O&M of the grid connected rooftop 60kWp Solar PV plants including all auxiliaries as per Technical Specification (Attachment-I) at MECON head Office, Ranchi.

Based on the offer submitted by M/s _____ (hereinafter referred as ___or Contractor) following is understood and agreed :

- MECON has decided to set-up _____ (*Name of the Facilities*) at _____, (hereinafter referred to as the " **Facilities** ") on Turnkey Basis at MECON Limited, Ranchi-834002.
- The Contractor has declared that the Contractor has valuable and specialized knowledge and expertise for providing and executing the above Facilities and
- The Contractor has obtained clarifications on technical and commercial aspects, inspected the site and surroundings of Facilities and has examined and considered all other matters, conditions and things, probable contingencies and generally all matters incidental thereto and ancillary thereof, affecting the execution and completion of the Facilities.

The terms and conditions of this order are as follows:

1.0 SCOPE OF WORK

1.1 The scope of work shall be as per Technical Specification enclosed herewith at **Attachment-I**. The Tenderer shall carefully check the technical specification & other terms & conditions and shall satisfy himself regarding the technical requirement and completeness of the equipment/system/Services.



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Bidder's / Contactor's scope of work also includes:

- i) All works for completion of entire works as per ITT & Technical Specification.
- ii) Timely completion of work, transportation of all materials for the work to project site, unloading / loading of material, proper storage at project site.
- iii) Providing experienced manpower for completing of erection, testing and commissioning of the work in all respects.
- iv) Taking required insurance as detailed under Insurance Clause
- v) Abide by statutory regulations, labour rules, safety codes during execution of order and obtaining clearance from MECON and relevant statutory authorities as required. CONTRACTOR shall submit all statutory documents as asked by MECON.
- vi) The scope of work also include five (05) years warranty services of SPV Power Plant with free supply of spares as required.
- vii) The scope of work include Operation & Maintenance of the Plant for a period of five years from the date of commissioning.

2.0 **CONTRACT PRICE**

- a. The total price for the scope of work in accordance with technical specification of the work, BOQ, commercial terms & conditions and as per Price Schedule Format (Attachment-IV) including GST amount shall be treated as the Contract Price.
- b. The Contract price is inclusive of the cost of all materials, labour, supervisory personnel, tools, tackles, equipment, templates, scaffolding, consumables, loading, unloading, handling, transport, insurance including third party liability, freight, profit, over heads, warranty, all applicable taxes & duties including GST.
- c. Unit rates of all the items shall remain firm, fixed and binding on the CONTRACTOR till completion of contract and shall not be subject to any variation whatsoever on any account, excepting statutory variation in taxes.

3.0 **TAXES AND DUTIES**

- a. The Contract price is inclusive of the cost of all materials, labour, supervisory personnel, tools, tackles, equipment, templates, scaffolding, consumables, loading, unloading, handling, transport, insurance including third party liability, freight, profit, over heads, warranty, all applicable taxes & duties including GST.
- b. Statutory variation in taxes is applicable and shall be paid / reimbursed at actual against documentary evidence.
- c. Except as otherwise specifically provided in the order, the CONTRACTOR shall bear and pay all taxes, duties, levies as charges for the subject work by the CONTRACTOR, its sub CONTRACTOR or their employees.
- d. TDS on Income Tax and GST will be affected from all payments as per prevailing rules.

4.0 **TERMS OF PAYMENT**

Subject to any deductions, which MECON may be authorised to make under the Contract, the Contract Price shall be payable as follows :



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4.1 **For Supply, Erection and Commissioning**

4.1.1 **90% payment** shall be released upon successful commissioning of SPV Power Plant & after achieving minimum guaranteed generation with Performance Ratio (PR), in line with the clause no. 7.0 of attached TS i.e. Plant Performance Evaluation (Attachment-I), on submission of following documents (one original + three copies).

- a) Tax invoice on a printed form / letter head which should reveal :
 - The name and Address of the Contractor
 - I. Tax Registration No. (PAN)
 - GST Registration No. of contractor
 - Contact Telephone No.
 - GST Regn. No. of MECON (20AACCM2119B1ZG)
- b) MECON's Inspection Certificate / Inspection Waiver Certificate.
- c) Warranty / Guarantee Certificate of SPV Power Plant (for Five Years)
- d) **Commissioning certificate to be prepared and submitted by Contractor which shall be duly certified by Site Engineer (s), MECON**

4.1.2 **Balance 10% payment** shall be released upon issue of Final Acceptance Certificate (FAC) and submission of following documents.

- a) **Final Acceptance Certificate to be prepared and submitted by Contractor which shall be duly certified by Site Engineer (s), MECON**
- b) Site clearance including dismantling of store/office (if any) as directed by Project Co-ordinator, MECON
- c) Submission of Demand Draft / Bank Guarantee for Security Deposit equivalent to 5% of the contract price to be kept valid till completion of warranty period of five years from the date of commissioning. In absence of Demand Draft / Bank Guarantee, the Security Deposit amount shall be deducted from the payments of the Contractor and retained for warranty period of five years from the date of Commissioning.

4.2. **For Operation & Maintenance of Power Plant**

100% payment towards yearly Operation & maintenance Charges shall be made on pro rata basis on completion of each year upon submission of certificate issued by Project Co-ordinator, MECON and against submission of Tax Invoice.

5.1 **The GST amounts shall be paid on submission of return in GST Portal by the Contractor**

5.2 All Bank Guarantees shall be in MECON's proforma.

5.3 All Bank Charges shall be borne by the Contractor.



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- 5.4 All payments shall be released through Electronic Fund Transfer (NEFT / RTGS) upon submission of pre receipted invoice along with correct & complete documents at MECON, Ranchi. MECON will not be responsible for delay in payments in case of non receipt of documents / receipt of incorrect & incomplete documents..
- 5.5 All costs, charges or expenses which the Contractor is liable to pay may be deducted by MECON from any money due or becoming due to the Contractor against the subject order or any other order being executed, or may be recovered, at MECON's sole discretion, by action of law or otherwise from the Contractor.
- 5.6 MECON shall deduct Taxes at source as per the prevailing statutes from the payments to be made to the Contractor. MECON shall deposit amounts thus deducted with the concerned authorities and issue necessary certificates to the Contractor to this effect.
- 5.7 No advance payment and/or Adhoc payment will be made to the contractor during execution of the work. Payment will be made strictly as per the Payment terms of the Work Order.

6.0 TIME OF COMPLETION OF CONTRACT

Time of completion of contract is the most important aspect of the order. The entire work shall be completed within 60 (sixty) days from the date of placement of order.

7.0 LIQUIDATED DAMAGES

- a) Time is the important aspect of the Contract. The Contractor is aware that the contract work is to be executed within the stipulated completion schedule. The completion schedule has been accordingly worked out and all resource & work planning is to be accordingly done.
- b) If the completion of work is delayed beyond the scheduled date for any reason other than due to Force Majeure conditions or for those attributable to the Purchaser, then the Contractor shall pay to the Purchaser Liquidated Damages but not by way of penalty on account of delayed completion of work @ 0.5% of the contract price for each complete week of delay or part thereof up to a maximum of 5% of the contract price. GST on LD amount shall also be borne by the Contractor.
- c) Deduction of Liquidated Damages shall in no way relieve the Contractor from his contractual responsibility to complete the works.

8.0 SECURITY DEPOSIT

- 8.1 The CONTRACTOR will furnish within fifteen (15) days of issue of Work Order, Security Deposit for a value of 5% of the Contract Price in favour of MECON in the form of Demand Draft / Bank Guarantee as per MECON's format.
- 8.2 If the Contractor does not submit Security Deposit (SD) / Security Deposit Bank Guarantee (SDBG) within 30 days of order, Notice will be served on the Contractor for immediate submission of SD. Reminder Notice will also be served on the Contractor upon expiry of initial notice period. In the event, Contractor commences work without submission of SD, the amount of SD will be adjusted from the bills to be submitted by the Party ensuring that the payments are released to the Party only after adjustment of entire SD amount. MECON will not be liable for payment of any interest or charges on the Security Deposit or any depreciation thereof.
- 8.3 Security Deposit amount shall be retained till completion of maintenance guarantee period of five years. The Security Deposit shall be released on CONTRACTOR's application after expiry of warranty / maintenance period of five years reckoned from the date of issue of Commissioning certificate by MECON.



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9.0 GUARANTEE / WARRANTY PERIOD

- a) GUARANTEE / WARRANTY period shall be **for a period of Five (05) Years from the date of commissioning / completion of work,** as detailed in clause no. 10 of Technical Specification (Attachment-I). During guarantee / warranty period the work shall not show any sign of defects or any other faults.
- b) The CONTRACTOR shall maintain and satisfactorily execute at his own cost all such works of repair, amendment, reconstruction, rectification, replacement, all regular schedule work and any other work to make good the faulty work.
- c) If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, MECON may give to the CONTRACTOR a notice requiring that tests of the defective work shall be made by the CONTRACTOR immediately upon completion of such remedial work, whereupon the CONTRACTOR shall carry out such tests.
- d) If the CONTRACTOR does not commence the rectification either by repair or replacement of such defects within 15 (Fifteen) days from the date of notice by MECON or does not complete the rectification with reasonable diligence and within a reasonable time, MECON may, at its option, rectify the defects at the CONTRACTOR's expense. MECON shall, in such case, deduct from any due payment to the CONTRACTOR the expenses incurred by MECON for remedy of such defects without prejudice to the other rights of MECON under the contract.
- e) If the Facilities or any part thereof cannot be used by reason of such defect and / or making good of such defect, the Maintenance Guarantee Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by MECON because of any of the aforesaid reasons.

10.0 SUSPENSION AND TERMINATION

- a. The PURCHASER may at any time temporarily stop the work under the Contract or any part thereof by notice in writing to the Contractor. The work so suspended shall be resumed by the Contractor on receipt of instructions from the PURCHASER in writing. The PURCHASER will not be liable to the Contractor for any damage or loss or idle wages caused by such period of suspension of work.
- b. The PURCHASER will be at liberty to terminate the Contract without prejudicing its rights and affecting the obligations of the Contractor by giving Thirty (30) days notice in writing in the following events:
 - i) If the Contractor fails to show progress of work or the work done by him is found unsatisfactory.
 - ii) If the Contractor fails to comply with the provision/ provisions of the Contract.
 - iii) If the Contractor is involved in any action of moral turpitude.

11.0 NEGLIGENCE, DEFAULT AND RISK PURCHASE

- a) If the Contractor fails to execute the work with due diligence or expedition or shall refuse or neglect to comply with any order given to him in writing by the PURCHASER, the PURCHASER may give notice in writing to the Contractor calling upon him to make good the failure, neglect or contravention within such time as may be deemed reasonable and in default of the compliance with the said notice, the PURCHASER without prejudice to its rights under the Contract, may rescind or cancel the Contract holding the Contractor liable for the damages that the PURCHASER may sustain in this regard.



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- b) Should the Contractor fail to comply with such notice within a reasonable period from the date of serving thereof, the PURCHASER shall have at liberty to take the work wholly or part thereof from the Contractor's scope and may complete the work envisaged in the Contract themselves or may instruct to any other person or persons to execute the same or part thereof and provide other materials, tools, tackle or labour for the purpose of completing the work or any part thereof at the Contractor's risk and cost. This shall be without prejudice to the PURCHASER's rights under other clauses of this Contract.
- c) The PURCHASER shall have right to recover all expenses, costs and charges incurred in completion of the work by deducting any money due or which may become due to the Contractor or by revoking Security Deposit.
- d) If the Contractor performs any work in a manner contrary to the Contract, without the approval of the PURCHASER, the Contractor shall bear all the costs arising there from and shall be responsible for all losses to the PURCHASER arising there from.

12.0 **FORCE MAJEURE**

- a) Should at any time during the continuance of the Contract the performance in whole or in part of any obligations by either party under this Contract be held up by reasons of any war, hostility, acts of foreign enemy, civil commotion, sabotage, fires, floods, earthquakes, explosions, epidemics, cyclones, quarantine restrictions, Governmental regulations, law & order and other proclamation etc. (hereinafter referred to as "Events") then, provided notice of the happening of any such eventuality is given by either party to the other within 10 days from the date of occurrence thereof neither party shall, by reasons of such eventuality, be entitled to terminate this Contract, nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and the work under this Contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist.
- b) Should one or both the parties be prevented from fulfilling their contractual obligations by a state of force majeure, lasting continuously for a period of at least four (4) weeks, the two parties should consult each other regarding the further implementation of the Contract with the provision that if no mutually satisfactory arrangement is arrived at within a period of two (2) weeks from the expiry of 4 weeks referred to above, the Contract shall be deemed to have expired at the end of the aforesaid two (2) weeks. Such expiry of the Contract will not relieve the parties from the obligations to reach agreement regarding winding up and financial settlement of the Contract.
- c) The above mentioned force majeure events shall not include constraints, which could prudently be foreseen like shortage of power, non-availability of raw materials, difficulties in making transport arrangement, break down of machines, strikes, lock outs etc.
- d) The above-mentioned force majeure conditions/clause shall also apply in the works of sub-contractors/suppliers of the contractor.

13.0 **ARBITRATION**

All disputes or differences, whatsoever, arising between the parties out of or in relation to the construction, meaning and operation or effect of this contract or breach thereof shall be settled amicably. If, however, the parties are not able to resolve them amicably, the same shall be referred to a sole Arbitrator to be appointed by CMD, MECON to settle the disputes whose decisions shall be final, conclusive and binding on both the parties.

Work under this contract shall be continued by the contractor during the arbitration proceedings, unless authorised directed in writing by MECON or unless matter is such that the progress of work can not possibly be continued until the decision of the arbitrator is obtained.

The venue of arbitration proceeding shall be at Ranchi.



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14.0 **SUB-LETTING**

The CONTRACTOR shall not sublet/sub-contract the whole or any part of work or assign the order or any part thereof without the prior written consent of MECON. Such consent, if given, shall not establish any contractual relationship between the Sub-CONTRACTOR(s) and MECON and shall not relieve the CONTRACTOR of any liability, responsibility or obligation under this order and the CONTRACTOR shall be responsible for the acts, defaults or neglects of any Sub-CONTRACTOR or his representative or workmen as fully as if they were the acts, defaults and neglects of the CONTRACTOR himself. In the event the CONTRACTOR contravenes this condition, MECON reserves the right to reject the Work sub-contracted and complete the same from elsewhere at CONTRACTOR's Risk and Cost. The CONTRACTOR shall be solely liable for any loss or damage which MECON may sustain in consequence or arising out of such replacing of the contract work.

15.0 **PERMITS AND LICENSES (as applicable)**

- a. The CONTRACTOR shall at its own expense obtain all permits and licenses from concerned state authorities / Indian Government required for the performance of work under this order and the CONTRACTOR shall be required to bear all fees paid to the Government or local licensing authority for obtaining permits and licenses. MECON shall not reimburse the CONTRACTOR for any such fees paid. The CONTRACTOR shall perform the work in accordance with the conditions of all applicable permits and licenses.
- b. The CONTRACTOR shall provide MECON with evidence/copy of licenses granted and any restrictions contained therein.

16.0 **FINAL ACCEPTANCE**

Final Acceptance certificate in respect of the Facilities shall be issued by MECON when the performance tests have been successfully completed and other parameters are met & all the obligations under supply, erection & commissioning have been fulfilled.

17.0 **SAFETY AND SECURITY**

- a. The CONTRACTOR shall take all safety measures that are required by MECON. Such measures shall include, but not limited to, precautionary fire/gas protection measures and accident prevention programmes.
- b. The CONTRACTOR shall adopt adequate safety measure and use of protective clothing by all the workmen at site whether or not engaged in actual execution of work or supervision thereof as per requirement. The CONTRACTOR shall ensure that the workmen on site use safety belts, gloves, helmets, masks etc. as are necessary for their safety.

18.0 **LOSS OF OR DAMAGE TO PROPERTY; ACCIDENT OR INJURY TO WORKERS; INDEMNIFICATION**

- a. Subject to the Sub-Clause below, the CONTRACTOR shall indemnify and hold harmless MECON and its employees from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the Facilities whether accepted or not), arising in connection with the supply and installation of the Facilities and by reason of the negligence of the CONTRACTOR or its Sub CONTRACTORS, or their employees, or agents, except any injury, death or property damage caused by the negligence of MECON, its employees, or agents.



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- b If any proceedings are brought or any claim is made against MECON that might subject the CONTRACTOR to liability under the above Clause hereof, MECON shall promptly give the CONTRACTOR a notice thereof and the CONTRACTOR may at its own expense and in MECON name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c If the CONTRACTOR fails to notify MECON within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then MECON shall be free to conduct the same on its own behalf at the risk & Cost of the CONTRACTOR.
- d MECON shall, at the CONTRACTOR's request, afford all available assistance to the CONTRACTOR in conducting such proceedings or claim, and shall be reimbursed by the CONTRACTOR for all expenses incurred in so doing.

19.0 INSURANCE

Contractor / and his Sub-Contractor, shall take Transit Insurance, Workmen's Compensation Insurance, Storage cum erection Insurance. Insurance Policy shall be kept valid till commissioning of Solar Plant and handing over the same to MECON.

20.0 CORRUPTION, GIFT AND PAYMENT OF COMMISSION

Any bribe, remuneration, commission, gift or advantage given, promised or offered by or on behalf of the CONTRACTOR, his agents or representative or anyone on his or their behalf to any employee, representative or agent of MECON or any person on his behalf in relation to the execution of this or any other order with MECON shall in addition to the criminal liability under the laws in force, be liable to cause of cancellation of this order and also to payment of any loss resulting from such cancellation to MECON.

21.0 GOVERNING LAW

This order including the Arbitration proceeding shall be governed by and interpreted in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Ranchi.

22.0 SITE OCCUPANCY

The CONTRACTOR, its employees, Sub-CONTRACTORS and invitees shall be admitted to the installation sites for the purpose of performing the work required by this order, but none of them shall have any tenancy.

23.0 SECRECY/ CONFIDENTIALITY

The technical information, drawings, specifications and other related documents forming part of tender or contract are the property of MECON and shall not be used for any other purposes, except for execution of the order. All rights, including rights in the event of grant of patent and registration of designs are reserved. The technical information drawings, specification, records and other documents shall not be copied transcribed, traced or reproduced in any other form or otherwise in whole and/or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever without MECON consent in writing except to the extent required for the execution of this order. These technical information, drawings, specifications and other related documents shall be returned to MECON with all approved copies and duplicates, if any, immediately after they have been used for the agreed purpose. Required numbering and codification method need to be implemented by the CONTRACTOR to trace such documentation.



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Except with the written consent of MECON the CONTRACTOR shall not make use of any document other than for the purposes of this order.

24.0 RESPONSIBILITY FOR PERFORMANCE OF CONTRACT

The CONTRACTOR shall be entirely responsible for the due performance of the order in all respects according to the intent and meaning of the drawings, specifications and all other documents referred to in this order. MECON will have the right to reject the work done by the CONTRACTOR if it is found that the work carried out by the CONTRACTOR is not in conformity with the terms and conditions of the order in all respects.

25.0 RESPONSIBILITY FOR COMPLETENESS

The CONTRACTOR shall, unless specifically excluded in the order, perform all such work and / or supply all such items and materials not specifically mentioned in the order but that can be reasonably inferred from the order as being required for attaining Completion of the Facilities, as if such work and / or items and material were expressly mentioned in the order, without extra charges and the work must be completed in all respects within the stipulated completion period.

26.0 RIGHTS OF MECON TO VARY/ CHANGE THE ORDER

- 26.1 MECON from time to time during the period of performance of this order, reserves the right to make changes within the general scope of this order in drawings, designs, specifications, method of shipment, or require additional work, or direct the omission of work.
- 26.2 If any such change causes an increase or decrease in the cost of, or the time required for the performance of this order, or otherwise affects any other provision of this order, the commercial implication shall be mutually discussed and agreed upon with MECON.
- 26.3 Notwithstanding anything contained in this article the CONTRACTOR shall not suspend or cease the performance of this order for reasons of any change or any dispute or any Arbitration proceedings.

27.0 OTHER CONDITIONS OF CONTRACT

The following Other Conditions of Contract shall also apply to this contract and shall be read in conjunction with the above conditions mentioned hereinabove.

- a) The Contractor shall take all necessary precautions to avoid damage to any property of the Purchaser or any third party. The Contractor shall also ensure that the progress of work of other contractors in the adjoining areas is not hindered.
- b) The Purchaser may during the progress of work, order the removal of part or whole of the work executed, found not in accordance with the approved drawings / specifications / written instructions. No extra claims shall be entertained for removal & re-execution of such work.
- c) No work shall be covered up or put out of view without the approval of the Purchaser. In the event of failing to do so, the Contractor shall uncover any part of the work or make openings in or through the works as the Purchaser may direct and they shall be made good with materials approved by the Purchaser and should match with workmanship of the surrounding works.
- d) The Contractor shall dismantle and remove the stagings and other temporary facilities like stores, offices, labour camp etc. on completion of work, clear and clean the site where such temporary facilities were built and restore the same to original condition.



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- e) The Contractor shall provide all necessary storage at the site in specified areas for all materials. All such stores shall be cleared away and the whole site left in good order on completion of the contract. All materials shall be stacked in such a manner as to facilitate rapid and easy checking of such materials. The Contractor will not be permitted to store any of his material in the buildings under construction or already constructed by him without prior approval of the Purchaser.
- f) The Contractor shall remove all debris, if any, and dump the same at place / places as directed by the Purchaser.
- g) The Contractor has already inspected the site and satisfied himself about the actual site conditions and has collected any other information, which may be required by him.

28.0 CORRESPONDENCE

All correspondences with regard to **Commercial** matters shall be made to the following address :-

GM I/c (P&S)
MECON LIMITED, Ranchi – 834 002
Tel: 0651-2483210
E-mail: purchaseranchi@meconlimited.co.in

All correspondences with regard to **Technical** matters shall be made to the following address

GM I/c (PP&EE)
MECON LIMITED, Ranchi - 834 002
Tel: 0651-2483591
E-mail: abhaykumar@meconlimited.co.in

For **MECON LIMITED**

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ATTACHMENT- III

SUMMARY OF TENDER

- I) This questionnaire duly filled in should be returned along with each copy of Part-I of offer. Clauses confirmed hereunder should not be repealed in the offer.
- II) The Tenderer shall fill up the answers to the following questions. The answers are to be given only as **"CONFIRMED" or "AGREED or YES or SUBMITTED"**.
- III) **Deviation to 'items' on the clauses listed below shall be indicated separately.**

A. Commercial

Sl. No.	Question	Answer <u>"CONFIRMED" or "YES" or SUBMITTED</u>
1)	<u>Cost of Tender</u> : submitted	
2)	<u>Earnest Money</u> : Bank Draft enclosed. i) DD No and date ii) Name of Bank	
3)	<u>GST</u> : Tenderer registered with GST (Copy of Registration Certificates is enclosed).	
4)	<u>PAN, MSME Certificate</u> : Copy of PAN and MSME Certificate (UAM details) is enclosed	
5)	Declaration by tenderer (<u>Attachment-V</u>) : filled & submitted	
6)	Undertaking by tenderer (<u>Attachment-VI</u>) : filled & submitted	
7)	<u>Completion schedule</u> : as per ITT acceptable.	
8)	<u>Offer is valid for Four (04) months from the</u> due date of opening of tender.	
9)	All <u>terms and conditions</u> shall be as per ITT, <u>Commercial Terms & Condition</u> and Technical Specification as stipulated in tender.	
10)	All the terms and conditions have been indicated in this format and have not been replaced in the offer elsewhere. <u>It is noted that terms and conditions indicated elsewhere shall be ignored.</u>	
11)	Tenderer is fully aware of & has considered requirement for carrying the above work for this tender.	
12)	Security Deposit/PBG clause of tender is acceptable.	
13)	"Liquidated Damages" as per tender is acceptable.	
14)	Warranty/ Guarantee as per tender is acceptable.	

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15)	<u>Quoted all items</u> as per “Price Schedule Format” of tender stipulation.	
16)	“Payment terms” as per tender is acceptable	
17)	Quoted Price / Unit rates shall <u>remain firm & binding</u> till completion of the Order.	
18)	Quoted price / unit rates are inclusive of all <u>incidental charges, profit, over heads, insurance, taxes & duties</u>	
19)	Price Schedule Format (Attachment-IV) : filled & submitted.	
20)	Un-priced copy of “Price Schedule Format” – <u>after blanking the price offered and written “QUOTED” instead</u> against each item. (Attachment-IV) : filled & submitted.	
21)	Confirm that <u>printed terms and conditions, if any, of the tenderer’s offer are not applicable and shall be treated as withdrawn.</u>	
22)	Tender Document duly signed & stamped all pages, submitted and accepted.	
23)	Technical Specification duly signed & stamped all pages, submitted and accepted.	

SIGNATURE OF THE TENDERER

NAME :

DESIGNATION :

(Seal of the Company)

Address :

Phone No.:

Mobile no.

Fax No.

E- mail



ATTACHMENT-IV

PRICE SCHEDULE

Sl. No.	Description	Unit	Qty.	Supply (excluding GST)		Erection & Commissioning (excluding GST)	
				Unit Rate (in Rs.)	Total Price (in Rs.)	Unit Rate (in Rs.)	Total Price (in Rs.)
1.	Engineering, Procurement, Supply, Installation, Commissioning, Trial Operation and PG test of Rooftop based grid interactive 60 kWp Solar Power Plant as per scope of work.	Lot	1
	Grand Total of 1 (i.e. supply plus erection & commissioning)					
2.	Operation & Maintenance of Rooftop based grid interactive 60 kWp Solar Power Plant for 5 (Five) years as per scope of work.	Lot	5 (five) years			
3	Total Price excluding GST (1 + 2) i.e. Basic Price		 (Rupees)			
4	GST Ceiling amount (Vide Notification No 24/2018-Central Tax (Rate) dated 31.12.2018 and 1/2017-Central Tax(Rate) dated 28.06.2017)) 5% GST on 70 Percent Basic Price = Rs. 18% GST on 30 Percent Basic Price = Rs.						
5	Contract Price = Total Price excluding GST (3) + GST Ceiling amount (4)						

Note: Copy of un-priced price bid blanking the price should be submitted in separate envelope indicating 'Quoted' against each item. In case on opening of the Price Bid it is found to be different than the un-priced copy of price bid, the price bid of the bidder shall be rejected and will not be considered for further evaluation.



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Date 24.11.2020

ATTACHMENT – V

DECLARATION BY TENDERER (To be furnished on letterhead)

Project Description :Design, engineering, manufacture, inspection, supply, transportation, storage, insurance, civil work, erection, testing, commissioning and O&M of the grid connected rooftop 40kWp Solar PV plants including all auxiliaries at MECON head Office, Ranchi

Tender No. 11.74.SPP-MECON/Ph-IV/ 048 dated 24.11.2020

1. We hereby declare that our organisation have not been banned or delisted by any Government or Quasi Government agencies or Public Sector Undertakings.
1. With reference to this tender, we are submitting our offer after having fully read and understood the nature of the work and Qualification Criteria. We confirm that if at any time, any of the declarations is found to be false, our offer or work order is liable to be rejected.
3. It is hereby confirmed that our offer is strictly as per tender specification and there is no deviation to the technical specification as per your tender enquiry No. 11.74.SPP-MECON/Ph-IV/048 **dated 24.11.2020**. We further confirm acceptance of all commercial terms & conditions as per above-referred tender enquiry without any deviation whatsoever. We also confirm that the materials shall be supplied of OEM original supply and we also stand guarantee for the performance of the items offered by us.”

Signature of the Tenderer

Name :

Designation :

(Seal of the Company)



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Date 24.11.2020

ATTACHMENT – VI

UNDERTAKING BY TENDERER

(To be furnished on letter head)

Project Description :Design, engineering, manufacture, inspection, supply, transportation, storage, insurance, civil work, erection, testing, commissioning and O&M of the grid connected rooftop 60 kWp Solar PV plants including all auxiliaries at MECON head Office, Ranchi

Tender No. 11.74.SPP-MECON/Ph-IV/048 dated 24.11.2020

On award of above project Contract for the above Tender/ITT, we undertake to comply with all legal and statutory regulations with regard to PF, Minimum wages, EPS, ESI, Statutory taxes & duties, Legal notice etc. for work executed by us. We shall bear the same keeping MECON fully indemnified against the same in all respect for the above job under subject tender.

SIGNATURE OF THE TENDERER

NAME :

DESIGNATION :

(Seal of the Company)