## Company Name AGRICULTURE DEPARTMENT ZILLA PARISHAD SINDHUDURG

Unit Name: ZILLA PARISHAD SINDHUIDURG

Kindly go through the details, In case of any problems/ issues related to the reported data email to

|                            | TENDER DETAILS  |  |  |  |  |  |  |
|----------------------------|---|--|--|--|--|--|--|
| Tender Code                | 239(Amendment - 1)  |  |  |  |  |  |  |
| Mode                       | Quantity Contract   |  |  |  |  |  |  |
| Is Over All                | No  |  |  |  |  |  |  |
| Tender Type                | Open  |  |  |  |  |  |  |
| Tender Category Type       | PURCHASE  |  |  |  |  |  |  |
| Section                    | STORES  |  |  |  |  |  |  |
| Type Of Bid                | Two Bid   |  |  |  |  |  |  |
| Material Description       | TENDER FOR DESIGN, SUPPLY, INSTALL, TESTING, COMMISSIONING WITH FIVE YEARS OF COMPREHENSIVE MAINTENANCE CONTRACT OF INSTALLATION OF50kw GRID CONNECTED AXIS SOLAR PHOTOVOLTAIC POWER PLANT AT ZILLA PARISHAD SINDHUDURG |  |  |  |  |  |  |
| Estimated Cost [In Rupees] | Twenty Sevan Lacks only   |  |  |  |  |  |  |
| Submission Date            | 22/02/2021 01:00 PM to 02/02/2021 04:00 PM  |  |  |  |  |  |  |
| Tender Validity            | 120 Days  |  |  |  |  |  |  |
| Delivery Period            | 120 Days  |  |  |  |  |  |  |
| Tender Fees [In Rupees]    | 4200  |  |  |  |  |  |  |
| EMD [In Rupees]            | 70000   |  |  |  |  |  |  |
| Contact Email Id           | adosdurg@gmail.com  |  |  |  |  |  |  |
| Commencement Period        | 120 days from 'RECEIPT OF PO'   |  |  |  |  |  |  |
| Basis Of Prices            | Firm Price  |  |  |  |  |  |  |
| Sample Required            | Not Required  |  |  |  |  |  |  |
| Deviation                  | No  |  |  |  |  |  |  |
|                            | BID OPENING DETAILS   |  |  |  |  |  |  |
| Techno-Commercial Bid      | Will be declared later  |  |  |  |  |  |  |
| Price bid                  | Will be declared later  |  |  |  |  |  |  |

|                              | TENDERDOCUMENTS |  |
|------------------------------|-----------------|--|
| Total Number of documents: 1 |                 |  |

#### ZILLA PARISHAD SINDHUDURG

E-TENDER NOTICE NO 1
TENDER FOR
DESIGNING, PROVINDING,

INSTALLATION AND COMMISSIONING OF MINIMUM 50KW SOLAR GRIDCONNECTED SPV POWER PLANT ATZILLA PARISHAD SINDHUIDURG INCLUDING 10 YEARS OF COMPREHENSIVE MAINTAINANCE AND HALF MONTHLY CLEANING FOR TENYEARS AT ZILLA PARISHAD SINDHUDURG

# Name of Work: To Design, supply, install, testing, commissioning with Ten years of comprehensive maintenance contract of installation of 50 kw grid connected fixed axis solar photovoltaic power plant at zillaParishadSindhudurg

#### **Instructions for the Tenderor**

The Tenderor should attach the following documents along with the tender in commercial bid:

- PANcard
- GSTregistrationCertificate(IfContractordoesnothaveGSTCertificate,theymust attachseparatelettermentioningthesameonletterhead).
- ThebiddermustbeManufacturingCompany/Firm/CorporationRegisteredinIndiaof SPVCells/Modules/(conformingtorelevantNational/InternationalStandards)OR a PV System Integrator empanelled as channel partner accredited by the MNRE for gridconnectedsolarapplication.
- Bidder must furnish a performance certificate issued by the employer, clearly mentioningthattheBidderhassuccessfullyinstalledandcommissionedany work Releted to solar with should becollectivily 50 k w or more
- In addition to above condition bidder has to attach list of similar works executed duringlastthreeyearsandinhandalongwithitscost&theaddressesoftheowners.
- APhotostatcopyofthepartnershipdeedandpowerofattorneyifany.
- ThedetailsofTechnicalPersonnelontherollofthebidder.
- OverallAverageAnnualTurnoveroftheCompany/Firm/Corporationinthelastthree financialyears(2016-17 2017-18,2018-19). Asummarizedsheetofturnoverof last three Financial Years certified by registered Charted Accountant as perenclosed format.
- MNRE accredited Grid connected Channel Partner/ Programme Administrator OR CreditRating(fromMNREAccreditedRatingAgencyof"SP3C"andabove)
- Affidavitofnoteverhavebeendebarred / blacklisted byanyGovernmentDepartment.
- Value of a "Single Order" of PV Systems / Power Plants executed by the bidder A copyoftheorderindicatingits value and certificate indicating its successful execution (Value more than Rs. 40 Lakhis desired).
- Authorization letter of the bidder, for the person representing his firm, that he is authorized to discuss and with specific mention of this e-tender. Covering letter in full compliance with terms and conditions of e-tender & conversant with the site condition on company's letter head as performatenclosed.
- ISO Certificate
- C E Certificate

- $\bullet \quad Declaration for mon Rs. 100 {\it l-stamp} paper as performate nclosed.$
- FollowingTestCertificates&Reportsforcomponentsspecifiedintechnicalbid
  - i. SPV Modules supplierdetails
  - a) IEC6l2l5editionII/ISl4286forCrystallineModules
  - b) IEC61730Part1&2
  - c) STCPerformanceReport–IVcurve
  - ii. PCU/Inverter
  - a) IEC 6315

#### **Agriculture Development Officer**

#### ZillaParishadSindhudurg

#### ZILLA PARISHAD SINDHUDURG

#### **TENDER**

Name of work: To Design, supply, install, testing, commissioning with Ten years of comprehensive maintenance contract of installation of 50 kW grid connected fixed axis solar photovoltaic power plant at ZillaParishadSindhudurg

#### Site of Work-ZILLA PARISHAD SINDHUDURG- 416812

- The main tenderer / contractor, if so desires, may bring his authorized representative, alongwithhimatthetimeofprebidconferenceforanydiscussionetc.
- Lastdate&timeofsubmissionoftender: 02/02/2021upto 4:00p.m.
- Costoftenderform:-**Rs.3,000/-+1200/-= 4200/-**
- InitialE.M.D.forthework:-**Rs.50,000/-+20000/-=70000/-**
- SecurityDeposit:Bank guaranty Rs.**5% oftotalestimated project cost**.(Rs.1,40,000/- One lakh fourty thousand only)
- Period for completion of work: 1 Months.
- The cost of stamppaper and stampduty, required for the agreement, shall be borne by the contractor.

#### INSTRUCTION TO BIDDERS

• Bidders are advised to study the tender document carefully. Submission of e-bid against this tender shall be deemed to have been done after careful study and examination of the procedures, terms & conditions of the tender document with full understanding of its implications.

. It shall be imperative on each bidder to fully inform him of all local conditions and factors, which may have any effect on the execution of the works covered under these documents and specifications. ZillaParishadSindhudurgshall not entertain any request for clarificationsfromthebidder,regardingsuchlocalconditions.

- The financial bids of only those bidders will be opened, who qualify in minimum eligibilityconditionsandtechnicalevaluation.
- The entire work shall be executed on turnkey basis. Any minor item(s), not included in the schedule but required for completion of the work, shall have to be carried out/supplied without any extra cost. Such works, not listed in the schedule of works but elaborately described to perform or to facilitate particular operation(s) required for completion of the project shall deemed to have been included in the scope of this work and the contractor shall supply, install the same without any extracost.
- The contractor/ bidder should impart training to users, focusing on main features for properoperation&maintenanceofthesystem.

.The contractor/ bidder shall not display the photographs of the work and not take advantagethroughpublicityoftheworkwithoutpriorpermissionofZillaParishad

#### Sindhudurg

.The Contractor/ bidder shall indemnify the ZillaParishadSindhudurgagainst all third party claims of Infringement of patent, royalty's trademark or industrial design rights arising fromusetothegoodsoranypartthereof.

• Apre-bidmeetingwillbeheldat Additional Chief Executive Officer chamber ZillaParishadSindhudurgtoclarifytheissuesandtoanswerquestionsonanymatterthatmay be raised at that stage. The Bidder or his officially authorized representative is invited to attend a pre-bid meeting. Bidder/ bidder representative who wish to attend Pre-bid meeting should carry a valid identity proof certifying his designation with said firm. The purposeofthemeetingistoclarifyissuesandtoanswerquestionsonmattersthatmaybe raisedatthatstage and to know well about the site local condition

.Minutesofthemeeting,includingthetextofthequestionsraised(withoutidentifyingthe source of enquiry) and the responses given will be transmitted to all the bidders. Any modification of the bidding documents which may become necessary as a result of the pre-bidmeetingshallbemadebytheZillaParishadSindhudurgandshallformpartof bidding documents. The Bidder, at his own responsibility and risk is encouraged tovisit, inspectandsurveytheSiteanditssurroundingsandsatisfyhimselfbeforesubmittinghis bid as to the form and nature of the Site, the means of access to the Site, the accommodationhemayrequire,etc.

- In general, Bidders shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extraclaims due to any misunder standing or otherwise shall be allowed.
- The costs of visiting the Site shall be at the Bidders' own expense. Any report shared at the site, by the ZillaParishadSindhudurgis subject to verification by the contractor. Any deviations of information in the report and the actual site will not be the responsibilityoftheZillaParishadSindhudurg.

#### OVERVIEW & SCOPE OF WORK

The general scope under this contract includes design, manufacture, testing, inspection, packing and forwarding, transportation up to project site, loading & unloading, storage in safe custody, erection, carrying outpreliminary tests at site, commissioning, performance testing, operation and comprehensive maintenance for the period of 10 years & handing over the entire system to Zilla Parishad Sindhudurg

- 1) The electric power to Zilla Parishad Sindhudurghas been provided through express feeder from MSEB at voltage level of llk V through HT line as mainincomer & centralized metering in stalled near **distanceed ucation centre**. The power is primarily distributed at llk V and sub-distributed at 415 volt through 6 nos. of llk V/433 V distribution class transformers in stalled at various locations near load centers.
- 2) Minimum **50**kW Solar PV powerplantshall be installed at Zilla Parishad Sindhudurg and will be connected to grid by feeding the generated power to Main LT panel of Transformer No.5.
- 3) Contractorshallberesponsibleforoperationandmaintenanceaswellasmonitoringofthe plant for the first 10 years and shall handover the plant to General branch ZillaParishadSindhudurg
- $\label{eq:constraint} \begin{array}{ll} \mbox{4) I-Vcurve} of the each module with technical details such as $V_{oc}, I_{sc}, FF, cell efficiency and $P_{max}$ etcat fixed solar intensity of $100 mW/cm^2$ shall be supplied along-with each consignment and copy should be sent Zilla Parishad Sindhudurg' for records. \\ \end{array}$
- 5) The solar radiation and environment monitoring system to be installed on the roof tops withthe PV powerplant.
- 6) Theoperatinglifeoftheplantshallbeminimum25 years.
- 7) The plants hall monitors olar generated energy using AC energy meter independent of load energy monitoring. Remote monitoring facility should be made available.
- 8) The plant shall consist of PV array, fixed PV array support structure, String/Array combinerboxes, DC cabling, DC distribution box, Inverter, AC cabling, AC distribution box, plant AC energy meter, load energy meter and data acquisition system.
- 9) The individual Solar PV array shall be installed at ZillaParishadSindhudurgfixedPVarraysupportstructure.
- 10) The individual string/array combiner boxes and DC cablingshall be installed Zilla Parishad Sindhudurg.
- 11) The inverters hall be installed in the control room/open space provided in the building.
- 12) The DC&AC distribution boxes, DC&AC cabling, energy meters and data acquisition systems hall be installed in the control room/open space provided in (or near) the building.
- 13) Net metering arrangement is part of the system and same is to be provided as per the guide lines of MSEDCL and MNRE.
- 14) The standards and specification spublished by MNRE from time to time should be strictly followed by the empanelled agencies. All empanelled agencies will strictly adhere to the guidelinesis suedvideno. 5/22/2013-14/RT dated 18.09.2015 and a same nded time to time.
- 15) Please visit the website <u>www.mnre.gov.in</u> with icon Grid Connected Solar Rooftop for further Instructions or the instructions will also be given through SPIN software in their registeredemail.
- 16) Inspection and Tests: The ZillaParishadSindhudurgits representative shall have the right to inspectand/ortotestthegoodstoconfirmtheirconformitytothecontractatanytimewithin theperiodofFiveyears.
- 17) The material / sample randomly selected will have to be tested in the University specified / approved laboratory. All testing charges should be borne by the bidder, which shall be limited up to 0.25% of the bid value / amount.

### ZillaParishadSindhudurg

Work: Design, supply, install, testing, commissioning with five years of comprehensive maintenance contract of installation of Minimum 50 kw grid connected fixed axis solar photovoltaic power plant at ZillaParishadSindhudurg under DPDC approved

#### 1 Rules for the Contractors

1. All works proposed to be executed by contract shall be notified in a form of invitation to tender pasted on a board hung up in the office of the <u>ZillaParishad</u>Sindhudurg and signed by the ACEO.

This form will state the work to be carried out as well as the date to submitting and opening tenders and the time allowed for carrying out the work also the amount of earnest moneytobedepositedwiththetenderandtheamountofthesecuritydeposittobedeposited by the successful tenderer and the percentage, if any, to be deducted from bills. It will also state whether a refund of quarry fees, royalties and ground rents will be granted. Copies of the specifications designs and drawings estimated rates, scheduled rates and any other documents required in connection with the work shall be signed by the Zilla Parishad Sindhudurg

Where the works are proposed to be executed according to the specifications recommended to a contractor and approved by a competent authority on behalf of, the <u>ZillaParishadSindhudurgsuch</u> specifications with designs and drawings shall form part of the accepted tender.

- 2.Intheeventofthetenderbeingsubmittedbyafirm,itmustbesignedbyeachpartner thereof and in the event of the absence of any partner, it shall 'be signed on his behalf by a personholdingapowerofattorneyauthorizinghimtodoso.
- 2. (A) i) The contractor shall pay along with the tender the sum of **Rs. 70000/-(Seventy thousand only)** as and by way of earnest money. The contractor may pay the said amount in cash or D.D. in favourof the **ZillaParishad**Sindhudurgpayable at Sindhudurg. The said amount ofearnestmoneyshallnotcarryanyinterestwhatsoever.
  - **ii**) In the event of his tender being accepted, subject to the provisions of subclause (iii) below, the said amount of earnest money shall be appropriated towards the amount of security deposit payable by him under conditions of GeneralConditionsofcontract.
  - **iii**) If, after submitting the tender, the contractor with-draws his offer, or modifiesthesameorif, after the acceptance of histender the contractor fails or neglects to furnish the balance of security deposit without prejudice to any other rights' and powers of the <u>Zilla Parishad Sindhudurg</u> hereunder of in law. The amount of EMD deposited by the contractor shall stand for for feited to the Zilla Parishad Sindhudurg
  - iv) In the event of his tender not being accepted, the amount of earnest money
  - deposited by the 'contractors hall, unless it is prior the reto for feited under, the provisions of subclause (iii) above, be refunded to him on his passing receipt therefore within, aperiod of three months from the date of deposit.
  - 3. Receipts for payments made on account of any work when executed by firm should also besigned by all the partners except where the contractors are described in their tender as a firm in which case there eipts hall be signed in the name of the firm by one of the partners, or by some other person having authority to 'give effectual receipts for the firm.

- 4. Any person who submits a tender shall fill up the usual printed form stating How much killo watt(memorandumshowingitemsofworktobecarriedout)heiswillingtoundertakethe work. Only one rate on all the Estimated quantities/Scheduled quantities shall be named. Tenders, which propose any alteration in the works specified in the said form of invitation to tender, or in the time allowed for carrying out die work or which contain any other conditions, of any sort will be liable to rejection. No printed from of tender shall include a tender for more than one work.
- 5. The ACEO or his duly authorized Assistant shall open the tenders in the presence of contractors who have submitted tenders or their representatives who may be presentative time, and he will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, the contractor shall for the purpose of identification. Sign copies of the specifications and other documents mentioned in Rulel. In the event of tender being rejected, the ACEO shall refund the amount of the earnest money by cheque deposited to the contractor making the tender. on his giving a receipt for the return of the money.
- 6. The ZillaParishadSindhudurgauthorities for this work shall have the right of rejecting all or any of thetender, without assigning reasons therefore.
- 7. No receipt for any payment alleged to have been made by a contractor in regard to any matter relating to this tender or the contract shall be valid and binding on the ZillaParishadSindhudurgunlessitissignedbytheACEOorhisassistantsempoweredtodoso.
  - 8.All work shall be measured net by standard measure and according to the rules and customs of the MNRE / MEDA / MSEDCL ZillaParishadSindhudurgreference, to any local customorasspecified in the specifications.
- **9.**Themeasurementsof'workwillbetakenaccordingtotheusualmethodsinuseinthe MNRE / MEDA / MSEDCL / <u>ZillaParishad</u>Sindhudurgand no proposals to adopt **alternative methodswillbeaccepted.TheEngineer in chargedecisionastowhatis'theusualmethod inuseinMNRE/MEDA/MSEDCL/**ZillaParishadSindhudurgwillbefinal.
- 10. Under no circumstances the contractors hall be entitled to demand en hanced rates for items in this contract.
- 11. Every registered contractor should produce along with his tender certificate of registration as approved contractor in the appropriate class and renewal of such registration with date of expiry.
- 12. All corrections and additions or pasted' slips in the tender document should be initialed by the contractor.
- 13. The tendering contractors hall furnish a declarational ong with the tenders howing all works which he has already entered into contract and the value of the work that remains to be executed in each case on the date of submitting the, tender.
- 14. The contractor will have to construct shed if required for storing materials brought by him on site & make his own arrangement for proper security. The Zilla Parishad Sindhudurg will not be responsible for any loss, the ft, damage of the material brought on site. No materials will be allowed to be removed from the site of works without prior permission from the university authority.

- 16. The contractors shall also give a list of machinery in their possession and which they propose to use on the work.
- 17. Successful tenderer will have to produce to the satisfaction of the accepting authority a valid and current license issued in his favour under the provision of Contract Labour(RegulationandAbolition)Act1970beforestartingwork,failingwhichacceptance of the tender will be liable for withdrawal and earnest money will be forfeited to the ZillaParishadSindhudurgTender for works

I/We hereby tender for the execution, for ZillaParishadSindhudurg(here-in before and

hereinafterreferredtoasZillaParishadSindhudurg)ofthewokspecifiedintheunderwrittenme morandum within the time specified in such memorandum at infigures as well as in words quoted kw entered in Schedule B (memorandum showing. items of work to be carried out) and in' accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule 1

| General description  | Construction of : To   |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|
| Design, supply, install  | testing, commissioning,  |  |  |  |  |  |  |
| withtenyearsofcomprehensivemaintenance   |  |  |  |  |  |  |  |
| (Half  | monthly  |  |  |  |  |  |  |
| westing)contractofins  | tallationofminimum   |  |  |  |  |  |  |
| 50kwgrid connected   | d fixed axis solar   |  |  |  |  |  |  |
| photovoltaic po  | ower plant at  |  |  |  |  |  |  |
| ZillaParishadsindhud   | durg   |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Earnest money  |  |  |  |  |  |  |  |
|  | 70000/-  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Security Deposit:  |  |  |  |  |  |  |  |
| Security Deposit:<br>Cash(Notlessthan  |  |  |  |  |  |  |  |
|  | 140000/-   |  |  |  |  |  |  |
| Cash(Notlessthan   | 140000/-   |  |  |  |  |  |  |
| Cash(Notlessthan e amount ofearnest  | 140000/-   |  |  |  |  |  |  |
| Cash(Notlessthan e amount ofearnest oney).   | 140000/-   |  |  |  |  |  |  |
| Cash(Notlessthan e amount ofearnest oney). To be deducted from   | 140000/-   |  |  |  |  |  |  |
| Cash(Notlessthan e amount ofearnest oney). To be deducted from rrent bills.  | 140000/- leductedfrombillsso as to   |  |  |  |  |  |  |
| Cash(Notlessthan e amount ofearnest oney). To be deducted from rrent bills. Percentage,ifany,tobed   |  |  |  |  |  |  |  |
| Cash(Notlessthan e amount ofearnest oney). To be deducted from rrent bills.  Percentage,ifany,tobed ake up the total amo   | leductedfrombillsso as to  |  |  |  |  |  |  |
| Cash(Notlessthan e amount ofearnest oney). To be deducted from rrent bills.  Percentage,ifany,tobed ake up the total amo   | leductedfrombillsso as to<br>unt required as security<br>, half the work, as   |  |  |  |  |  |  |
| Cash(Notlessthan e amount ofearnest oney). To be deducted from rrent bills.  Percentage,ifany,tobecake up the total amo posit by the time easuredbythecosts;isdo | leductedfrombillsso as to<br>unt required as security<br>, half the work, as   |  |  |  |  |  |  |
|  | Design, supply, install withten years of compre (Half westing) contract of install solvent in the solvent in th |  |  |  |  |  |  |

- 2. I/We agree that the offer shall remain open for acceptance for a minimum period' of 9O days from the date fixed for opening the same and thereafter until it is with-drawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post A.D. otherwise delivered at the office of such authority. The amount of earnest money shall not bear interest and shall be liable to be forfeited to ZPsindhudurg should I/We fail to (i) abide by the stipulation to keep the offer open for the period mentioned above or (2) sign and complete the contract documents as required by the Engineer in charge and furnish the security deposit specified in item (c) of the memorandum contained in paragraph (i) above Within the time limit laid down in clause (i) of the annexed General Conditions of contract'.. The amount of earnest money may be adjusted towards the security deposit or refunded to me/us if so desired by me/us in writing, unless the same of any part thereof forfeited as aforesaid.
- ShouldthistenderbeacceptedI/Weherebyagreetoabidebyandfulfillalltheterms, and provision of the conditions of contract annexed heretos of a rasapplicable, and in default thereof to for feit and pay to Z.P. Sindhudurgthe sums of money mentioned in the said conditions.

Contractor's Signature\* \*Signature of contractor Address before submission of tender.

Dated the Days of 20

Signature of (Witness) x \*Signature of witness Address to contractor's signature. (Occupation)

II Signature of the Officer by who maccepted The above en

The above ender is hereby accepted by me for and on behalf of the

Chief Executive Officer ZillaParishadsindhudurg

Dated dayof 2O ACEO ZillaParishadSindhudurg

#### **Conditions of Contract**

Clause 1- Security Deposit: The person/persons whose tender may be accepted (hereinafter called the contractor, which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) shall (A) (within one day for a contractofRs.1,000/-orlessortwodaysforcontractofmorethanRs.1,000/-butlessthan Rs.2,OOO/and so on up to limit of tendays, which may be extended by the ACEO up to fifteendays, if the ACEOthinksitfittodoso, faracontractofoverRs. 10,000 of the receiptbyhimofthenotificationoftheacceptanceofhistenderdepositedwiththeACEO (ifdepositedformorethanl2months) of sumsufficient which will make up the full security depositspecifiedinthetenderor(B)[PermitZillaParishadSindhudurgatthetimeofmakinganypaym entto him for work done under the contract to deduct such as will amount to \*Five percent of all money so payable such deduction to be held by ZPS indhudurg by way of security deposit Providedalwaysthatintheeventofthecontractordepositing, alumpsumby way of security depositascontemplatedat(A)above.thenandinsuchcase,ifthesumsodepositedshallnot amounttofivepercentofthetotalestimatedcostofthework, its hallbelawfulfor Zilla Parishad Sindhud urgatthetimeofmakinganypaymenttocontractorforworkdoneunderthecontracttomakeup thefullamount of five percent by deducting a sufficient sum from every such payment as last a foresaid until the full amount of the security deposit is made up. All compensation or other sums of money payable by the contractor to Zilla Parishad Sindhudurg under the terms of his contract matter a sum of the parishad Sindhudurg under the terms of his contract matter as a sum of the parish and the paraybe deducted from pre paid by the sale of sufficient part of his security deposit or from the interest arising there from or from any sums which may be due or may become due by ZillaParishadSindhudurg to the contractor under any other contract or transaction of any account what so ever and in the event of his security deposit being reduced by reason of anysuch deduction or sale as aforesaid, the contractor shall, within ten days thereafter, make good in cash any sum or sums which may have been deducted from, or raised by sale of his Securitydepositoranypartthereof.

If the amount of the security deposit to be paid in a lumpsum within the period specifiedat(A)aboveisnotpaidthetender/contractalreadytheacceptedshallbeconsidered as cancelled and legal steps taken against the contractor for recovery of the amounts. The security deposit lodged by a contractor shall be refunded only on submission of performance bank guarantee of 15% of total project cost from any Nationalized Bank validforperiodof One hundred twenty months/Tenyears.

Clauses 2- Compensation for delay

The time allowed for carrying out the work as entered in the tender shall strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall through the stipulated period of thecontractbeproceededwithalldue,diligence(timebeingdeemedtobetheessenceofthe contractonthepartofthecontractor)andthecontractorshallpayascompensationanamount equaltoonepercentorsuchsmalleramountastheappropriateauthority(whosedecisionin writing shall be final) may decide, of the amount of the estimated cost of the whole work as shownbythetenderforeverydaythattheworkremainsun-commenced,orunfinishedafter—the proper dates. And further to ensure good progress during execution of the work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one monthto complete.

\* 1/4 of theworkin 1/4 of thetime 1/2-do- 1/2-do- 3/4-do- 3/4-do-

\* (*Note:* - The quantity of the work to be done within a particular time to be specified above shall be fixed and inserted in' the blanks space kept for the purpose by the Officer

competent to accept the contracts after taking into consideration the circumstances of each case)andabidebytheprogrammeofdetailedprogresslaiddownACEOZPSindhudurg

The following proportion will usually be found suitable: In 1/4: 3/4 of the time

Reasonable progress of earth work 1/6 1/2 3/4 of the total value of the work to

bedone.

DoDoofthemasonrywork.....1/101/108/10Do.Do

In the event of the contractor failing to comply with these conditions he shall be liable to pay as compensation an amount equal to one per cent or such smaller amount as the appropriate authority (whose decision in writing shall be final) may decide of the said estimated cost of the whole work for every day that due quantity of work remains in complete Provided always that the total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the estimated cost of the work as shown in the tender.

Clause 3- Action when whole of security deposits is forfeited: In any case in which under any clause of this contract the contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit (whether paid in one sum or deductedbyinstallments)orinthecaseorabandonmentoftheworkowingtoseriousillness or death of the contractor or any other cause, the ACEO, on the recommendations of the y Engineer in charge on behalf of the ZPS indhudurg, shall have power to adopt any of the following courses, ashemay deembests uited to the interest of the Zilla Parishad Sindhudurg.

- a) To rescind the contract (for which rescission notice in writing to the contractor under the hand of the. ACEO ZP shall be conclusive evidence) and in that case the Security deposit of the contractor, shall standforfeited and be absolute at the disposal of the ZP sindhudurg.
- b) Tocarryouttheworkoranypartoftheworkdepartmentallydebitingthecontractorwith the cost of the work, expenditure incurred on tools and plant and charges .on additional supervisory staff including the cost of work-charged establishment employed for getting unexecuted part of the work completed and crediting him with the value of the work done departmentallyinallrespects in the same manner and the same rates as if it had been carried out by the contractor under the terms of his contract. The certificate of the appropriate authority as to the costs and other allied expenses so in curred and as to the value of the work so done departmentally shall be final and conclusive against the contractor.
- c) To order that the work of the contractor be measured up and to take such part thereof as shall be unexecuted, out of his hands and to give it to another contractor to complete, in which case all expenses incurred on advertisement for fixing a new contracting agency, additional supervisory staffincluding the cost of work-charged establishment and the cost of the work executed by the new contract agency will be debited to the contractor and at the value of the work done or executed through the new contractor shall be credited to the contractor in all respects and in the same manner and at the same rates as if it had been carried outby the contractor under the terms of his contract. The certificate of the appropriate authority as to all the cost of the work and other expenses incurred as aforesaid for or in getting the unexecuted work done by the new contractor and as to the value of the work so done shall be final and conclusive against the contractor.

In case the contract shall be rescinded under clause (a) above the contractor shall not be entitled to recover or be paid, any sum for any work there for actually performed by him under this contract unless and un till the University Engineer shall have certified in writing the performance of such work and the amount payableto him in respect thereof and he shall only be entitled to be paid the amount so certified. In the event of either of the courses referred to in clause (b) or (c) being adopted and the cost of the work executed departmentallyorthroughanewcontractorandotheralliedexpensesexceedingthevalueof suchworkcreditedtothecontractors,theamountofexcessshallbedeductedfromany

 $money due to the contractor by the Zilla Parishad Sindhudurgunder the contractor of otherwise how \\ -soever$ 

orfromhissecuritydepositorthesaleproceedsthereofprovided,howeverthatthecontractor shall have no claim against the ZillaParishadSindhudurgeven if the certified value of the work done departmentallyorthroughanewcontractorexceedsthecertifiedcostofsuchworkandallied expenses, provided always that whichever of the three courses mentioned in clauses (a), (b) or(c)isadoptedbytheACEO, ZPthecontractorshallhavenoclaimtocompensationforany loss sustained by him reason of his having purchased, or procured any materials, or entered intoanyengagements,ormadeanyadvancesonaccountoforwithaviewoftheexecutionof theworkortheperformanceofthecontract.

Clause 4- Action when the progress of any particular portion of the work is unsatisfactory: If the progress of any particular portion of the work is unsatisfactory, the appropriate authority shall notwithstanding that the general progress of the work is in accordancewiththeconditionsmentionedinclause2, been titled to take action under clause 3(b) after giving the contractor 1 Oday's notice in writing. The contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Clause 5- Contractor remains liable to pay compensation if action not taken under Clauses 3 & 4: Power to take possession of or require removal of or sell contractor's plant: In any case 'in which any of the powers conferred, upon the ACEO ZP by clauses 3 and4hereofshallhavebecomeexercisableandthesameshallnothavebeenexercised,the nonexercisethereofshallnotconstituteawaivingofanyoftheconditionshereofandsuch powersshallnotwithstandingbeexercisableintheeventofanyfuturecaseofdefaultbythe contractor for which under any clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the ACEO ZP taking action undersub-clause(a)or(c)ofclause3, hemay, if hesodesires, takepossession of allorany tools, plant, materials and stores, in or upon the works or the site thereof or belonging to the contractor, or procured by him and intended be used for the execution of the work or any partthereof, paying or allowing for the same in account at the contract rates, or in the case, contract rates, not being applicable at current market rates, to be certified by the Engineer in charge whosecertificatethereofshallbefinal.Inthealternative,theCEO ZP may after giving notice in writing to the contractor or his clerk of the work, foreman or otherauthorizedagentrequirehimtoremovesuchtools, plant, materials, or stores from the premises within a time to be specified in such notice and in the event of the contractor failing to comply with any such requisition, the ACEO ZP may remove them at the contractor's expense or sell them by auction or privates ale on account of the contractor and athisriskinallrespects, and the certificate of the appropriate authority as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be finalandconclusiveagainstthecontractor.

Clause 6 - Extension of time: If the contractor shall desire an extension of the time for completion of work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the ACEO ZP before the expiry of the period, stipulated in the tender or before the expiration of 30 days from the date on which he was hindered as a foresaid or on which the cause for asking for extension occurred, which ever is earlier and the ACEO if satisfactory about the reasonability of grounds for granting an extension, grant such extension as he thinks necessary or proper, the decision of the ACEO in this matter shall be final.

Clause7-FinalCertificate:Onthecompletionoftheworkthecontractorshallbefurnished with a certificate by the Official from SavitribaiPhule Pune university (hereinafter called the Engineer-in-charge) of suchcompletion,butnosuchcertificateshallbegivennorshalltheworkbeconsideredtobe completeuntilthecontractorshallhaveremovedfromthepremisesonwhichtheworkshall

have-been executed, all scaffolding, surplus, materials and rubbish, and shall have cleaned off,thedirtfromallwoodwork,doors,windows,walls,floororotherpartsofanybuildingin or upon which the Work has been executed, or of which he may have had possession forthe purposeofexecutingthework"noruntiltheworkshallhavebeenmeasuredbytheEngineer in charge or where the measurements have been taken by his subordinates until they have received approval of the Engineer in charge, the said measurements being binding and conclusiveagainstthecontractor.Ifthecontractorshallfailtocomplywiththerequirements ofthisclauseas'totheremovalofscaffolding,surplusmaterialsandrubbishandcleaningof dirtonorbeforethedatefixedforthecompletionoftheworktheEngineerin-chargemayat the expenses of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the contractor shallforthwithpaytheamountofallexpensessoincurred,butshallhavenoclaiminrespect ofanysuchscaffoldingorsurplusmaterialsasaforesaidexceptforanysumactuallyrealized bythesalethereof.

#### **Clause 8- Terms of Payment:**

- a) 60% of the total cost will be released after supply, installation & successful commissioning of the systems duly certified by Bidder & authorized person of ZillaParishadSindhudurg.
- b) 20% of the total cost shall be released on receipt of one month successful performance report generated automatically through Remote Monitoring System.
- c) 20% of the total cost shall be released on submission of next two month successful performance report in prescribed format generated automatically through Remote MonitoringSystemaswellasmanuallywhichshouldbedulycertifiedbyauthorized personofZillaParishadSindhudurgauthorityandsubmissionofperformancebankguaran tee ofl0%oftotalprojectcostfromanyNationalizedBankvalidforperiodof10years.

Clauses 9 - Bills to be on printed form: The contractor shall submit all bills on the printed forms to be had on application at the office of the ACEO ZPSindhudurgalong with PAN number and VAT number. The charges to be made in the bills shall always be entered at theratesspecified in the tender or in the case of any extrawork or dered in pursuance of these conditions, and not mentioned or provided for in the tender, at the rates here in after provided for such work.

#### Clause 11-Workstobe executed in accordance with specifications drawing sorder setc:

Thecontractorshallexecutethewholeandeverypartoftheworkinthemostsubstantialand workmanlike manner and both as regards materials and every other respect in strict accordancewithspecifications. The contractorshall also confirms actly, fully and faithfully to the designs, drawings and instructions in writing relating to the work signed by the Engineer-in-charge and lodged in his office and to which the contractor shall be entitled to have access for the purpose of inspection at such office, or on the site of the work during office hours. The contractor will be entitled to receive one set of certified copy of the accepted tenderal ong with the work order free of cost.

Clause12-Alterationinspecificationanddesignsnottoinvalidatecontracts;Ratesfor worksnotenteredinestimateorscheduleofratesofthedistrict:TheEngineer-in-charge under the directives of the ZillaParishadSindhudurg authority shall have power to make any alternation,or addition to original specifications,designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to

carryouttheworkinaccordancewithanyinstructionsinthisconnectionwhichmaybegiven tohiminwritingsignedbytheEngineer-in-chargeandsuchalterationshallnotinvalidatethe contract, and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work. And if the additional and altered work includes any class of work for which no rate is specified in the Schedule of Rates of the Division or at the rates mutually agreed upon between the Zilla Parishad Sindhudurg and the contractor, which ever are lower. If the additional or altered work, for which no rate is entered in the Schedule of rates of the Division, as ordered to be carried out before the rates are agreed upon then the contractor shall, within seven days of the date of receipt by him of the order to carry out the work

informtheZillaParishadSindhudurgtheratewhichitishisintentiontochargeforsuchclassofwork, andif theUniversitydoesnotagreetothisratetheUniversityshallbynoticeinwritingbeatliberty tocanceltheordertocarryoutsuchclassofworkandarrangetocarryoutinsuchmanneras it may consider advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereto before the rates shall have been determined as lastly hereinbeforementioned,theninsuchcaseheshallonlybeentitledtobepaidinrespectofthe workcarriedoutorexpenditureincurredbyhimpriortothedateof thedeterminationofthe rateasaforesaidaccordingtosuchrateorratesasshallbefixedbytheZillaParishadSindhudurg.

**Extension of time inconsequence of additions or alterations:** The time limit for the completion of the workshall be extended in the proportion that the increase in its cost of the occasioned by alterations or additions be arstothecost of the original contract work, and the certificate of the Engineer-in-charge as to such proportion shall be conclusive.

#### Clause 13-Noclaim to any payment or compensation for alteration in or restriction of work:

1) IfatanytimeaftertheexecutionofthecontractdocumentstheEngineer-in-charge shallforanyreasonwhatsoever(otherthandefaultonthepartofthecontractorforwhichthe ZillaParishadSindhudurg is entitled to rescind the contract) desires that the whole or any part of the work specified in the tender should be or restriction of suspended for any period or that the whole or part of the work should not be carried out at all he shall give to the contractor a notice in

writing of such desire and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part required, after having due regard to the appropriate stage at which the work should be stopped or suspended so as not to cause any damage or injury to the work already done or endanger the safety thereof provided that the decisionofthecounsultant of project fromastothestageatwhichtheworkoranypartofitcouldbe or could have been safely stopped or suspended shall be final and conclusive against the contractor. The contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid, on account any suspension, stoppageorcurtailmentexcepttotheextentspecifiedhereinafter.

- 2) Wherethetotalsuspensionofworkorderedasaforesaidcontinuedforacontinuous period exceeding 60 days the contractor shall be at liberty to withdraw from the contractual obligations under, the contract so far as it pertains to the unexecuted part to the work by givinga10days'priornoticeinwritingtotheACEO,within30daysoftheexpiryofthe said period of 60 days, of such intention and requiring the Engineer-in-charge to record the final measurements of the work already done and to pay final bill. Upon giving such notice the contractor shall be deemed to have discharged from his obligation to complete the remaining unexecuted work under his contract. On receipt of such notice the Engineer-in-chargeshallproceedtocompletethemeasurementandmakesuchpaymentasmaybefinally duetothecontractorwithaperiodof60daysfromthereceiptofsuchnoticeinrespectofthe work already done by' the contractor. Such payment shall not in any manner prejudice the rightofcontractortoanyfurthercompensationundertheremainingprovisionofthisclause.
- 3) Where the ZillaParishadSindhudurg required the contractor to suspend the work for period in excess of 3O days at any time or 6O days in the aggregate, the contractor shall be entitled to apply the ZillaParishadSindhudurg within 3O days of the resumption of work after such suspension for payment of compensation to the extent of pecuniary loss suffered by him in the respect of working machinery rendered ideal on the site or on the account of his having and to pay the salary of wages of labour engaged by him during the said period of suspension, provided always that the contractors shall not be entitled to any claim in respect of any such working machinery, salary or wages for the first 3O days whether consecutive or in the aggregate of such, suspension or in respect of any suspension whatsoever occasioned by unsatisfactory work or any other default on his part. The decision of the ZillaParishadSindhudurgin this regard 'shall be final and conclusive against the contractor.
- **4)** Noclaimtocompensationonaccountoflossduetodelayinsupplyofmaterialsby the Zilla Parishadsindhudurg: In the event of
  - Any total stoppage of work on notice from the Engineer-in-charge under sub-clause (1) in thatbehalf,
  - Withdrawal by the contractor from the contractual obligation to complete the remaining unexecuted work under sub-clause (2) on account of continued suspension of work for a period exceeding 60 days.
  - Curtailment in the quantity of item or items originally tendered on account of any alteration, omission or substitutions in the specifications, drawings designs, or instructions under clause 14 (1) where such curtailment exceeds 25% in quantity and the value of the quantity curtailed beyond 25 percent at the rates for the item specified inthetenderismorethanRs.5,000/-,

It shall be open to the contractor, within 60 days from the service of (i) the notice of stoppage of work on (ii) the notice of withdrawal from the contractual obligations under the

contract on account of the continued suspension of work or (iii) notice under clause 14 (1)resultinginsuchcurtailmenttoproducetotheZillaParishadSindhudurgsatisfactorydocument aryevidence that he had purchased or agreed to purchase material for use in the contracted work,

before

receiptbyhimofthenoticeofstoppage,suspensionorcurtailmentandrequiretheZillaParishadSin dhudurgto take over on payment such material at' the rates determined by the ZillaParishadSindhudurgprovided, however, such rates shall in no case exceed the rates at which the same was acquired by the contractor. The University shall thereafter take over the material so offered, provided the quantitiesofferedarenotinexcessoftherequirementsoftheunexecutedworkasspecifiedin theacceptedtenderandareofqualityandspecificationsapproved.

Clause 14 - Time for Fnforeseen claims: Under no circumstances whatever shall the

contractorbeentitledtoanycompensationfromtheZillaParishadSindhudurgasdecidedbytheapp ropriate university authority on any account unless the contractor shall have submitted a claim in writingtotheEngineer-in-chargewithinonemonthofthecausesofsuchclaimoccurring. Clause15-Actionandcompensationpayableincaseofbadwork: If any time before the securitydepositisrefundedtothecontractor, itshallappear.totheEngineer-in-chargeQthis subordinateinchargeofthework, that any work has been executed with unsound, imperfect unskillful workmanship or with materials of inferior quality, or that any materials or articlesprovidedbyhimfortheexecutionofthework areunsoundorof aqualityinferiorto that contracted for or are otherwise not in accordance with the contract it shall be lawful for the Engineer-in-charge to intimate this fact it writing to the contractor and then notwithstanding' the fact that the work, materials or articles complained of may have been' inadvertentlypassedcertified and paid for the contractors hall be bound for thwith to rectify, orremoveandreconstructtheworksospecifiedinwholeorinpartasthecasemay-require, or if so required shall remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of his failing to within a period to be specified by the Engineer-in-charge in the written intimation aforesaid, the contractors hall beliable to pay compensation at the rate of one percent on the amount of the estimate for every day not exceeding ten days during which the failure so continues and in the case of any such failure the Engineer-in-charge may rectify or remove, andreexecutetheworkorremoveandreplacethematerialsorarticlescomplainedofasthe case may be at the risk and expense in all respect of the contractor. Should the Engineer-in-

Clause 16 - Works to be open to inspection, Contractor or responsible agent to be present: All works under or in course of execution or executed in pursuance of the contract shall at all times be open to inspection and supervision of the Engineer-in-charge and his

made use of it shall be within the discretion of the ZillaParishadsindhudurg as

Engineer

in

charge

chargeconsiderthatanysuchinferiorworkormaterialsasdescribedabovemaybeaccepted

the

by

toacceptthesameatsuchreducedratesasmaybefixedtherefore.

recommended

subordinatesandthecontractorshallatalltimesduringtheusualworkinghoursandatother times at which reasonable notice of the intention of the Engineer-in-charge and his subordinatetovisittheworkshallhavebeengiventothecontractor, eitherhimselfbepresent to receive orders and instructions or have a responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Clause 17 - Notice to be given before work is covered up: The contractor shall give not lessthanfivedaysnoticeinwritingtotheEngineer-in-chargeorhissubordinateinchargeof theworkbeforecoveringuporotherwiseplacingbeyondthereachofmeasurementanywork inorderthatthesamemaybemeasuredandcorrectdimensionsthereoftakenbeforethesame is so covered up or place beyond the reach of measurement any work without the consent in writing of the Engineer-in-charge or his subordinate in charge of the work and if any work shall be covered up or placed beyond the reach of measurement without such notice having beengivenorconsentobtainedthesameshallbeuncoveredatthecontractorsexpense, and in default thereof no payment or allowance shall be made for such work or for the materials withwhichthesamewasexecuted.

# Clause 18 - Contractor liable for damage done and for imperfections for 120 monthaftercertificate: If during the period 120 months (tenyears) from the date of completion ascertified by the Engineer-in-charge pursuant to clause 7 of the contractor or

120 months after commissioning the work, whichever is earlier in the opinion of the Engineer in charge thesaidworkisdefectiveinanymannerwhatsoever, the contractorshall forthwith on receipt of notice in that behalf from the Engineer in charge duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying & setting right the defects specified therein strictly in accordance with and in the manner prescribed and under the supervision of the Engineer in charge. In the event of the contractor failing or neglecting to commence execution of the said rectificationworkwithintheperiodprescribedthereforeinthesaidnoticeand/ortocomplete the same as aforesaid as required by the said notice, the Engineer in charge get the same executedandcarriedoutdepartmentallyorbyanyotheragencyattheriskonaccountandat thecostofthecontractor. The contractorshall forthwith ondemand paytothe Zilla Parishad Sindhu durathe

amountofsuchcosts, charges and expenses sustained or incurred by the Zilla Parishad Sindhudurg of which the certificate of the Engineer in charge shall be final and binding on the contractor.

costs, charges and expenses shall be deemed to be arrears of landrevenue and in the event of the contractor failing or neglecting to pay the same on demandas a foresaid without prejudice to any other rights and remedies of the Zilla Parishad Sindhudurg the same may be recovered from the

contractorasarrearsoflandrevenue. The Zilla Parishad Sindhudurgshall also been titled, to deduct the same from any amount which may then be a payable or which may thereafter become payable by the Zilla Parishad Sindhudurg to the contractor either in respect of the said work or any other work what so ever or from the amount of the security deposit.

Clause 19- Contractor to supply plant ladders, scaffoldings etc.: The contractor shall supply at his own cost all material Plant,tools,appliances, implements,ladders,cordage,tacklescaffoldingandtemporaryworksrequisiteorproperfor the proper execution of the work, whether, in the original altered or substituted form, and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-charge as to any matter as

towhichundertheseconditionsheisentitledtobesatisfiedorwhichheisentitledtorequire together with the carriage therefore to and from the work. The contractor shall also supply

without charge the requisite number of persons with the means and materials necessary for thepurpose of meeting outworks and counting, weighting and assisting in the measurement orexaminationatanytimeandfromtimetotime ofthe workorthe materials, failing which thesamemay be provided by the Engineer-in-charge at the expense of the contractor and the expenses may be deducted form any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident, and shall also be bound to be arther expense or defense of every suit, action or other legalproceeding, that may be brought by any person for injury sustained owing to neglect of theaboveprecautions, and topayany damages and costs which may be awarded in any such suit. action or proceedings to any such person, or which may with the consent of the contractorbepaidforcomprisinganyclaimbyanysuchperson.

Clause 19 A - And is liable for damages arising from non-provisions of lights, fencing etc.: The contractor shall provide suitable scaffolds and working platforms gangways and stairways and shall comply with 'the following regulations in connection therewith.

- Suitable scaffolds shall be provided for workmen for all works that cannot be safelydonefromaladderorbyothermeans.
- · Ascaffoldshallnotbeconstructedtakendownorsubstantiallyalteredexcept-
  - underthesupervisionofacompetentandresponsibleperson; and
  - as far as possible by competent workers possessing adequate experienceinthiskindofwork.
- Allscaffoldsandappliancesconnectedtherewithandladdersshall-
  - Beofsoundmaterial.
  - beofadequatestrengthhavingregardtotheloadsandstrainstowhich theywillbesubjected,and
  - bemaintainedinpropercondition.
- Scaffolds shall be so constructed that no part there of can be displaced in consequenceofnormaluse.
- Scaffolds shall not be over-loaded and so far as practicable the load shall be evenly distributed.
- Before installing lifting gear on scaffolds special precautions shall be taken to ensure the strength and stability of the scaffolds.
- Scaffoldsshallbeperiodicallyinspectedbyacompetentperson.
- Beforeallowingascaffoldtobeusedbyhisworkmenthecontractorshallwhether the scaffold has been erected by his workmen or not, take steps to ensure that it compliesfullywiththeregulationshereinspecified.
  - Working platform, gangway, stairways shall be so constructed that no partthereofcansagundulyorunequally.
  - (ii) be so constructed and maintained having regard to the prevailing conditionsastoreduceasfaraspracticablerisksofpersonstrippingor slipping, and
- In the case of working platform, gangways, working place and stairways at a heightexceeding2meters(Tobespecified).
  - every working platform and every gangway shall be closely boarded unlessotheradequatemeasuresaretakentoensuresafety.
  - everyworkingplatformandgangwayshallhaveadequatewidthand
  - every working platform, gangway, working place and stairway shall suitablyfenced.
- Everyopeninginthefloorofabuildingorinaworkingplatformshall,exceptfor the time and to the extent required to allow the excess of persons or thetransport

- or shifting of material, be provided with suitable means .to prevent the fall of persons or material.
- When persons are employed on a roof where there is a danger of falling from a heightexceeding2metersuitableprecautionsshallbetakentopreventthefallof personsormaterial,(tobeprescribed).
- Suitable precautions shall be taken to prevent persons being struck by articles, whichmightfallfromscaffoldsorotherworkingplaces.
- Safe means of access shall be provided to all working platforms and other workingplaces.
- The contractors (s) will have to make payments to the labourers as per Minimum WagesAct.

**Clause 19 B:** The contractor shall comply with the following regulations as regards the Hoisting Appliances to be used by him:

- Hoisting machines and tackle, including their attachments, anchorages and supportsshall-
  - be for good mechanical construction, sound material and adequate strengthandfreefrompatentdefect; and
  - bekeptingoodrepairandingoodworkingorder
- Every rope used in hoisting or lowering materials or as a means of suspension shallbeofsuitablequalityandadequatestrengthandfreefrompatentdefect.
- Hoisting machines and tackle shall be examined and adequately tested after Erectiononthesiteandbefore, use and bere-examined in positionatintervals to be prescribed by the Zilla Parishad Sindhudurg
- Every chain, ring, hook, shackle, swivel and pulley block used in hoisting or loweringmaterialsorasameansofsuspensionshallbeperiodicallyexamined.
- Everycranedriverorhoistingapplianceoperatorshallbeproperlyqualified.
- No person who is below the age of 14 years shall be in control of any hoisting machine including any scaffold which, or give signal stothe operator.
- In the case of every hoisting machine and of every chain, ring, hook, shackle, swivelandpulleyblockusedinhoistingorloweringorasameansofsuspension, thesafeworkingloadshallbeascertainedbyadequatemeans.
- Every hoisting machine and all gear referred to in preceding regulation shall be plainlymarkedwiththesafeworkingload.
- In the case of a hoisting machine having a variable safe working load each safe working load and the conditions under which it is applicable shall be clearly indicated.
- No part of any hoisting machine or of any gear referred to in regulation, 7 above shallbeloadedbeyondthesafeworkingloadexceptforthepurposeoftesting.
- Motors, gearing, transmissions, electric wiring and other dangerous parts of hoistingappliancesshallbeprovidedwithefficientsafeguards.
- Adequate precautions shall be taken to reduce to a minimum the risk of any part of assisted of a suspended load becoming accidentally displaced.

**Clause 20-**The contractors hall not set fire to any standing jungle, trees, brush wood or grass without a written permit from the Engineer in charge.

Whensuchpermitisgiven, and also in all cases when destroying cut9rduguptrees, brushwood, grass etc. by fire, the 'contractor shall take necessary measures to prevent such firespreading toor otherwised amaging surrounding property.

The contractor shall make his own arrangements for drinking water for the labour employed by him.

Clause 21 - Liability of contractor for any damage done in or outside work area: Compensation for all damages done intentionally or un-intentionally by contractor's labour whether in or beyond the limits of the ZillaParishadSindhudurgproperty including any damage caused by the spreading of fire mentioned in clause 22 shall be estimated by the Engineer-in-charge or such other officer as he- may appoint and the estimates of the Engineer-in-charge subject to the decision of the ZillaParishadSindhudurgon appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand, failing which, the same will be recovered from the contractor as damages in the manner prescribed in clause 1 or deducted by the Engineer-in-charge from any sums that may be due or become due from the ZillaParishadSindhudurgto contractor under this contract of otherwise.

The contractor shall bear the expenses of defending any action or other legal proceedings that may be brought by any persons for injury sustained by him owing to neglect of precautions to prevent the spread of fire and he shall pay any damages and cost that may be awarded by the court in consequence.

Clause 22 - Work not to be sublet & Contract may rescinded and security deposit forfeited for subletting it without approval or for bribing a public officer or if contractor becomes insolvent: The contract shall not be assigned or sublet without the written approval of the Engineer-in-charge. And if the contractor shall assign or sublet his contract, or attempt so to do, or become insolvent or commence any proceedings to get himselfadjudicatedandinsolventormakeanycompositionwithhiscreditorsorattemptsoto do or if bribe, gratuity, gift, loan, perquisite reward or advantage pecuniary or otherwise, shalleitherdirectlyorindirectlybegiven, promised, or offered by the contractor or any of his servantsoragentstoanypublicofficerorpersonintheemployoftheZillaParishadSindhudurginan relatingtohisofficeoremployment,orifanysuchofficerorpersonshallbecomeinanyway directly or indirectly interested in the contract, the Engineer-in-charge may thereupon recommend to the ACEO, and ,then ACEO by notice in writing contractor rescind the contract, and the security deposit of the contractor shall thereupon stand forfeited and be absolutely at the disposal of the ZillaParishadSindhudurg& the same consequences shall ensure the contracthadbeenrescindedunderClause3hereofandinadditionthecontractorshallnotbe entitledtorecoverorbepaidforanyworkthereforeactuallyperformedunderthecontract.

Clause 23 - Sum payable by way of compensation to be considered at reasonable compensationwithoutreferencetoactualloss: Allsumspayable by a contractor by way of compensation under any of the seconditions shall be considered as a reasonable compensation to be applied to the use of the University without reference to the actual loss or damage sustained, and whether any damage has or has not been sustained

Clause 24 - Changes in the constitution of firm to be notified: In the case of tender by partners, any change in the constitution of a firm shall be for the tothe Engineer in charge for Information.

Clause25-workstobeunderdirectionofEngineer in charge: Allworkstobeexecuted under the contract shall be executed under the direction and subject to the approval in all respectsoftheEngineer in chargeforthetime being, whoshallbeentitledtodirectatwhat pointorpoints and inwhatmanner they are to be commenced, and from time to time carried on.

Clause 26- Decision of Engineer in charge to be final: Except where otherwise specified in the contract and subject to the powers delegated to him by ZillaParishadSindhudurg the decision of the ZillaParishadSindhudurg.Engineer in charge forthetimebeingshallbefinal,conclusive,andbindingon all parties of the contract upon all questions relating to the meaning of the specifications, designs, drawings, and instructions herein before mentioned and as to the quality of

orthingwhatsoever,inanywayarisingoutof,orrelatingtothecontract,designs,drawings, specifications,estimates,instructions,orders,ortheseconditions,orotherwiseconcerningthe works,ortheexecution,orfailuretoexecutethesame,whetherarisingduringtheprogressof thework,orafterthecompletionorabandonmentthereof.

Clause 27-Lump sums in estimate: When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for each item, or if the part of the work in question .Is not in the opinion of the Engineer-in-charge capable of measurement, the Engineer-In-charge may at his discretion pay the lump sum amount entered in the estimate, and the certificate in-writingoftheEngineer-in-chargeshallbefinalandconclusiveagainstthecontractorwiththe regardtoanysumorsumspayabletohimundertheprovisionsofthisclause.

**Clause28-Actionwherenospecification:**Inthecaseofanyclassofworkforwhichthere is no such specification as is mentioned in Rule I such work shall be carried out in accordancewithspecifications,andintheeventoftherebeingnospecification,theninsuch case the work shall be carried out in all respects in accordance with all instructions and requirementsoftheEngineer-in-charge.

Clause 29 – Definition of work: The expression 'works' or 'work' where used in these conditions, shall unless there be something in the subject or context repugnant to such construction, be construed to mean the work or works contracted to be executed under or in virtue of the contract, whether temporary or permanent and whether original, altered, substituted or additional.

Clause 30 – Quarry Fees and Royalties: All quarry fees, royalties and ground rent for stacking materials, if any, should be paid by the contractor.

Clause 31 – Compensation under workmen's Compensation Act. The contractor shall be responsible for and shall pay any compensation to his workmen payable under the Workmen's Compensation Act. 1923 (VIII of 1923), (hereinafter called the said Act) for injuriescausedtotheworkmen. If such compensation is payable and if paid by Zilla Parishadas principal under sub-section (I) of Section 12 of the said Act on behalf of the contractor, it shall be recoverable by Zilla Parishad Sindhudurg from the contractor under sub-section (2) of the

section.SuchCompensationshallberecoveredinthemannerlaiddowninClauselabove.

Clause32A-Thecontractorshallberesponsibleforandshallpaytheexpensesofproviding medicalaidtoanyworkmanwhomaysufferabodilyinjuryasaresultofanaccident.Ifsuch expenses are incurred by ZillaParishadSindhudurg the same shall be recoverable from the contractor forthwith and be deducted without prejudice to any other remedy of ZillaParishadSindhudurgfrom any amountdueorthatmaybecomeduetothecontractor.

Clause 32B-The contractors hall provide all necessary personals a fety equipment and first aid apparatus available for the use of the person semployed on the site and shall maintain the same in conditions uitable for immediate use at any time and shall comply with the following regulations in connection there with.

- Theworkersshallrequiredtousetheequipmentsoprovidedbythecontractor and the contractor shall take adequate care to ensure proper use of the equipmentbythoseconcerned.
- When work is carried on in proximity to any place where there is a risk of
  drowning all necessary equipment shall be provided and kept ready for use
  and all necessary steps shall be taken for the prompt rescue of any person in
  danger.
- Adequateprovisionshallbemadeforpromptfirstaidtreatmentofallinjuries likelytobesustainedduringthecourseofthework.

Clause 33 - Claim for quantities entered in the tender or estimate: Quantities shown in the tender are approximate and no claims hall be entertained for quantities of work executed being either more or less than those entered intender or estimate..

Clause 34 - Employment of famine labour etc.: The contractor shall employ any famine, convict or other labour of a particular kind or class if ordered in writing *to* do so by the ZillaParishadSindhudurg.

Clause 35 - Claim for compensation No compensation shall be allowed for any delay causedinstartingthework: No compensation shall be allowed for any delay caused in the work on account of acquisition of land or, in the case of clearance works, on account of any delay in account of acquisition to estimates.

Clause 36 - Claim for compensation for delay in execution of work: No compensation shall be allowed for any delay in the execution of the work on account of water, standing in borrow pits or compartments. The rates are inclusive for hard or cracked soil, excavation in mud, sub-soil, water standing in borrow pits and no claim for an extra rate shall be entertained unless otherwise expressly specified.

Clause37-Enteringuponorcommencinganyportionofwork: The-contractorshallnot enter upon or commence any portion of work except with the written authority and instructions of the Engineer-in-charge or of his subordinate in charge of the work. Failing such authority the contractor shall have no claim to ask for measurements of or payment for work.

# Clause 38-Minimum age of persons employed the employment of donkeys and/or other animals and the payment of fairwages:

- Nocontractorshallemployanypersonwhoisundertheageofl4years.
- Nocontractorshallemploydonkeysorotheranimalswithbreechingofstring ofthinrope. The breeching must be at least three inches wide and should be of tape (Nawar)
- Noanimalsufferingfromsores,lamenessofemaciationorwhichisimmature shallbeemployedonthework.
- TheEngineer-in-chargeorhisassistantisauthorizedtoremovefromthework; any person or an animal found working which does not satisfy these conditions and no responsibility should be accepted by ZillaParishadSindhudurgfor any delayinthecompletionoftheworkbysuchremoval.
- ThecontractorshallpayfairandreasonableWagestotheworkmenemployed by him, in the contract undertaken by him in the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the ACEO who shall decide the same. The decision of the ACEO shall be conclusive and binding on the contractor but such decision shall not in any wayeffecttheconditionsinthecontractregardingthepaymenttobemadeby ZillaParishadSindhudurgatsanctionedtenderrates.
- Contractor shall provide drinking water facilities to the workers. Similar amenities shall be provided to the workers engaged, on large work in urban areas.

Clause 39 - Method of Payment: Payment to contractors shall be made by cheque.

Clause 40 - Acceptance of conditions compulsory before tendering for work: A contractor who does not accept these conditions shall not be allowed to tender for works.

**Clause 41:** The price quoted by the contractors shall not in any case exceed the control price, if any fixed by Government or reasonable price which it is permissible for him to charge a private purchaser for the same class and description, the controlled price or the price permissibleunderHoardingandProfiteeringOrdinance,l948asamendedfromtimetotime

If the price quoted exceeds the controlled price permissible under Hording and Profiteering Prevention Ordinance, the contractor will specifically mention this fact in his tender along with the reasons for quoting such higher prices. The purchaser at his discretion will in such case exercise the right of revising the price at any stage so as to confirm with the controlled price on the permissible under the Hoarding and Profiteering Prevention Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.

**Clause 42:** The rates to be quoted by the contractor must be inclusive of Sales Tax & any other taxes. No extra payment on this 'account will be made to the contractor.

Clause43:Incaseofmaterialsthatmayremainsurplus with the contractor from those is sued for tile work contracted. for, the date of ascertainment of the materials being surplus will be taken as the date of sale for the purpose of sales tax and the sales tax will be recovered on such sale.

Clause 44: Wages to the skilled and unskilled labourers engaged by the contractor.

The contractor shall pay the labourers skilled and unskilled according to the wages prescribed by the Minimum Wages Act applicable to the area in which the work of he contractor is in progress.

Clause 45: The successful tenders will be required to produce to the satisfaction of the specified concerned authority a valid and consequent license issued in favour under the provisionsofthecontractlabour(RegulationandAbolitionAct,1970)beforestartingthe work. On failure to do so, the acceptance of the tender should be liable to be withdrawn and alsoearnestmoney.

Clause 46: No any price escalation on rates is permitted & not paid.

Cause 47 - No any change should be made in the tender document by Contractor. If it is found such incident in later stage, the E.M.D. & S.D. of Contractor will be forfeited and action as per ZillaParishadSindhudurgwill be taken.

Contractor ZillaParishadSindhudurg Additional Chief Executive Officer

#### SCHEDFLE(A)

Statement showing (Approximately) the materials to be supplied from the University Stores for work contracted to be executed and the rates at which they are to be charged for

| No. | Particulars            | Unit              | Rate at which the      | Place of          |
|-----|------------------------|-------------------|------------------------|-------------------|
|     |                        |                   | materials will be      | delivery          |
|     |                        |                   | charged to the         |                   |
|     |                        |                   | contractor Rs.         |                   |
| 1   |                        |                   |                        |                   |
|     |                        |                   |                        |                   |
| 2   |                        | I                 |                        |                   |
|     |                        |                   |                        |                   |
| 3   | As no material will be | supplied by the S | hivaji university hend | ce not applicable |
| 4   |                        |                   |                        |                   |
| 5   |                        |                   |                        |                   |
|     |                        |                   |                        |                   |

*Note:* The person or firms ubmitting the tenders hould see that the rates in above set are filled upby the University Engineer on the issue of the form prior submission of the tender.

(SignatureofContractor) Signatureof UniversityEngineer

#### ZILLA PARISHAD SINDHUDURG

Proposed Design, supply, install, testing, commissioning with ten years of comprehensivemaintenancecontractofinstallation of minimum 5Okwgridconnectedaxissolarphotovoltaicpowerplant atZillaParishadSindhudurg under DPDC Grants

#### General Note on Schedule 'B'

- 1. The contractor is required to examine carefully' drawings of Tender, Tender notice, Draft Articles of Agreement, Conditions of Contract and specifications including appendices before pricing in the quantities set out in the, schedule 'B'
- 2. The kw solar power plant quoted by the contractor for in the schedule of quantities shall include for supplying all materials and labour necessary for completing the work in the best and conditions of contract, for the erection and removal at completion of the work of all necessaryscaffolding, shed, water, office of clerk of works with fitting slatrine for the work people etc., for providing all water for the work in consultation with the employees including payment of charge for the same, for all fencing required to enclose the site to, prevent people trespassing for all boarding, mats, clothes etc., to exclude dirt and dust and for all, other purposes required by the Engineer in charge for carting away all debris and rubbish; for leaving the premises in a clear and satisfactory state on completion and for working in conjunction with attending all other contractors employed on the building.
- 3. Otheragencies will be working in the building during construction and general contractors must allow the secontractors the use of scaffolding, water and render them general assistance. No addition to the completion time will be allowed unless special delay caused by other agencies shown. The general contractor must make good all holes in the building, necessary to be made by the Electrician, Sanitary and Water Supply Contractor and will submit their charges to the firm responsible. The decision of the Engineer in charge regarding this shall be final and binding on the contractors.
- 4. Contractorhastomakehisownarrangementforwater.
- 5. All work shall be measured net as structural size and the rates quoted by the contractor shallincludeforallcuring, waste, breakageetc. and also finishing and the construction of the structure should be as perspecified 'structural size.
- 6. The employer reserves the right to purchase any material required for the construction. The contractor will be paid for only labour and any other sundry materials in connection with the particular item or items.
- 7. The rates for excavation shall include for all bailing & pumping out water found necessary for the execution of the work and adequate arrangements, shall be made by the contractortokeepthefoundationtrenchesandexcavationsdryaftertheun-wateringprocess while the masonry or concrete work in progress & till the concrete is set as certified by they Engineer in charge. The Contractor will make his own arrangement for the necessary plant suchaspump, engines, and all other machinery and materials required in 'this connection.
- 8. The rates for all painting, brick and stone masonry and plaster works shall include for wateringthesameforfifteendays, afterplacing in position concrete shall be cured for twenty onedays.
- 9. All provisional sums, provisional items and contingencies included in the schedule of quantities shall be deducted in the whole or in partificate pended by the orders in writing by the Engineer in charge
- 10. Theworkon 1<sup>st</sup> flooral ways means the work, both on the 1<sup>st</sup> floor & terrace of 1<sup>st</sup> floor.
- 11. All Taxes on material of any kind should be borne by the contractor at his cost and no compensation will be paid by the ZillaParishadSindhudurg

(Contractor)

#### ZILLA PARISHAD SINDHUDURG

Work:-Design,supply,install,testing,commissioningwithfiveyearsofcomprehensive maintenance contract of installation of minimum50 kw grid connected axis solar photovoltaic power plant at ZillaParisdhadSindhudurg under DPDC Grant

#### Conditions for the above work are as under

- Quantitiesput"to"**schedule'B'**areapproximateandcontractorwillhavetoexecutethe excessesorlessquantityatthesameapprovedrates.
- Time limit for the entire work is **only Two calendar Months** which will be counted fromthedateofreceiptofworkorder.
- The penalty as per tender clause no 2 will be charged on contractor if the work is not completed within the prescribed time limit and the said amount is not refundable.
- 5% amount of total project cost will be withheld by the Zilla Paris dhad Sindhudurgas security deposit and the same will be refunded after the successful commissioning of the system and on submission of performance bank guarantee of Ten percent (10%) of total project cost from any Nationalized Bankvalid for period of 120 month / tenyears.
- Contractorhastomakehisownarrangementforwater.
- All machinery men and material required for this work will have to be arranged by the contractorathiscost.
- The work should be executed as per plans and design and direction of the Engineer in charge
- Specifications will be as per MNRE, MSEDCL, MEDA whenever not mentioned in items ofworks.
- The decision of the Building & works Committee will be final and binding on the contractor.
- Any damages if made to existing structure by the contractor while working will have to bemadegoodasoriginalathiscost.
- AllthematerialtobeusedinworksshouldbegotapprovedbytheEngineer in charge / Architect
   / Consultant before using and rejected material should be removed fromwork siteimmediately.
- Siteshouldbecleanedaftertheworkiscompleted.
- Electric current required will be supplied at one spot only. The contractor has to fix the electricmeterathisowncost&requiredtopaythechargesasperMaharashtragov.rules.

I / we agree with all above conditions of contract and the same are binding on me /us.

| ACEO<br>ZillaParishadSindhudurg | ContractorSignature |
|---------------------------------|---------------------|
| Date:-                          | Date:-<br>Address:  |

### **Annual Turnover**

Each Bidder must fill in this form including private/public limited company.

| AnnualTurnoverDatafortheany3YearsofFY2016-17,2017-18, &2018-19 |                    |               |            |  |  |  |  |
|--|--------------------|---------------|------------|--|--|--|--|
| Year   | Amount<br>Currency | Exchange Rate | Rs in Lacs |  |  |  |  |
| 2016-17  |                    |               |            |  |  |  |  |
| 2017-18  |                    |               |            |  |  |  |  |
| 2018-19  |                    |               |            |  |  |  |  |
|  |                    |               |            |  |  |  |  |
|  |                    |               |            |  |  |  |  |

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progressor completed.

SignatureofApplicant

CertifiedbyregisteredChartedAccountant (Affix Stamp)

#### **Covering Letter:**

| FROM:-                                |
|---------------------------------------|
| (Full name and address of the Bidder) |
|                                       |
|                                       |
| To:                                   |
| The Addl.CEO                          |
| ZillaParishadSindhu                   |
| durg, Maharashtra                     |

Subject:-Offerinresponsetoe-tenderNo:239 Sir,

We hereby submit our offer in full compliance with terms & conditions of the above e-tender.

A blank copy of the e-tender, duly signed on each page is also submitted as a proof of our acceptance of all specifications as well as terms/ Conditions. We confirm that, we have the capability to Design, Supply, Install, Testing, Commissioning With ten Years of ComprehensiveMaintenanceContractofInstallationof minimum 5OkWGridConnectedFixed Axis Solar Photovoltaic Power Plant. As per scope of work, technical parameters, terms and conditions are mentioned in the Bid document.

We further declare that, we have visited the site and examine the site of works and its surroundings and obtained all information that may be necessary for participation of tender and entering into a contract thereafter.

Thanking You,

(Signature of Bidder) With Seal

#### **DECLARATION:** (To be submitted on Rs. 100/- stamp paper)

I / We, hereby declare that I / We have made myself / ourselves thoroughly conversantwiththesub-soilconditions,localconditionsregardingallmaterialsandLabour of which I / we have based my / our rates of this work. The specifications, conditions and lead of materials on this work have been carefully studied and understood by me us before submittingthis Tender. I/Weundertaketouse only the best materials defined/approved by theMinistryofNewandRenewableEnergy(MNRE)GovernmentofIndia(GoI).

The systems will be provided as per the specifications and guidelines issued by the Ministry of New and Renewable Energy / ZillaParisdhadSindhudurg. We are bound to adhere to the guidelines issued by the Ministry New and renewable Energy, of ZillaParisdhadSindhudurgfromtimetotime.Wealsoherebycommittedthatif in future MNRE make any changes in the specifications of the systems the same will be incorporated in the present Tender projects. We hereby agree that the work will be executed within the cost of Tender mentioned in the financial bid and there will be no escalation in cost for any reason thereof. I/We shall be responsible caused any loss ZillaParishadsindhudurgduetomy/ourfailuretocompletetheworkintimeorleavetheworkinmiddleor failuretostarttheprojectintime, Zilla Parisdhad Sindhudurgshall haveright to recoverthefullamount from us.

I / We are bound to work as per Tender and work Order issued byZillaParisdhadSindhudurgfor this work with 10 years Comprehensive Maintenance Contract.Incaseoffailureofthesame,weshallberesponsibleforanylossandfortheaction taken by competent Authority of ZillaParisdhadSindhudurgresulting to ban to workandblack-listing.

I / We shall be wholly responsible for any accident or any unusual/ unexpected circumstances held during the execution of work & also during the CMC period of 10 years.

(Signature of Bidder with Date, Name, Designation & Seal)

# TECHNO-COMMERCIALBID

|       | BID DOCUM                          | MENTS   |
|-------|------------------------------------|---|
| S No. | Document Name                      | Document Details  |
| 1     | PAN *                              | Attach PAN card   |
| 2     | Terms and conditions *             | Covering letter in full compliance with terms and conditions of e-tender & conversant with the site condition on companys letter head as per format enclosed  |
| 3     | Declaration form *                 | Declaration form on Rs. 100/- stamp paper as per format enclosed.   |
| 4     | Test Certificates & Reports *      | SPV Modules supplier details  |
| 5     | Test Certificates & Reports *      | IEC 61215 edition II/ IS 14286 for Crystalline Modules  |
| 6     | Test Certificates & Reports *      | IEC 61730 Part 1 & 2  |
| 7     | Test Certificates & Reports *      | STC Performance Report I V curve  |
| 8     | Test Certificates & Reports *      | PCU/ Inverter   |
| 9     | Test Certificates & Reports *      | IEC 6315  |
| 10    | Authorization letter *             | Authorization letter of the bidder, for the person representing his firm, that he is authorized to discuss and with specific mention of this e-tender   |
| 11    | List of works executed *           | Value of a Single Order of PV Systems / Power Plants executed by the bidder - A copy of the order indicating its value and certificate indicating its successful execution (Value more than Rs.75 Lakh isdesired).  |
| 12    | VAT *                              | VAT registration Certificate (If Contractor does not have VAT Certificate, they must attach separate letter mentioning the same on letter head)   |
| 13    | Registration Certificate *         | The bidder must be Manufacturing Company/Firm/<br>Corporation Registered in India of SPV Cells /<br>Modules/ (conforming to relevant National /<br>International Standards) OR a PV System<br>Integrator empanelled as channel partner<br>accredited by the MNRE for gridco |
| 14    | Previous performance Certificate * | Bidder must furnish a performance certificate issued by the employer, clearly mentioning that the Bidder has successfully installed and commissioned single project of at least 100 kW capacity grid connected Solar Photovoltaic Power Plants duly signed an               |
| 15    | List of works executed *           | In addition to above condition bidder has to attach list of similar works executed during last three years and in hand along with its cost & the addresses of theowners.  |
| 16    | Partnership Deed *                 | A Photostat copy of the partnership deed and power of attorney if any.  |
| 17    | Annual Turnover *                  | Overall Average Annual Turnover of the Company/Firm/Corporation in the last three financial years (2012-13, 2013-14 & 2014-15). A summarized sheet of turnover of last three Financial Years certified by registered Charted Accountant as per enclosed forma               |
| 18    | MNRE *                             | MNRE accredited Grid connected Channel Partner/<br>Programme Administrator OR Credit Rating (from<br>MNRE Accredited Rating Agency of SP 3C and<br>above)   |
| 19    | Affidavit *                        | Affidavit of not ever have been debarred by any Government Department.  |
| 20    | Technical Person *                 | The details of Technical Personnel on the roll of the bidder.   |

|       |                    | ITI   | EM DET       | AILS     |      |         |               |         |                                   |          |
|-------|--------------------|---|--------------|----------|------|---------|---------------|---------|-----------------------------------|----------|
| S.No. | Item Code          | Item Name   | Category     | Qty.Req. | Unit | Version | Specification | Drawing | Documents<br>Req. from<br>Vendors | Comments |
| 1     | 005-138-<br>0001 * | ELECTRICAL, PLUMBING AND HARDWARE <> TENDER FOR DESIGN, SUPPLY, INSTALL, TESTING, COMMISSIONING WITH FIVE YEARS OF COMPREHENSIVE MAINTENANCE CONTRACT OF INSTALLATION OF 100 KW GRID CONNECTED ROOF TOP MOUNTED FIXED AXIS SOLAR PHOTOVOLTAIC POWER PLANT AT MAIN ADMINISTRATIVE BUILDING OF SHIVAJI UNIVERSITY, KOLHAPUR, UNDER RASHTRIYA UCHCHATRA SHIKSHA ABHIYAN (RUSA) PROPOSAL<br>SOLAR PV SYSTEM OF CAPACITY 100KW COMPRISING OF SOLAR POLYCRYSTALLINE MODULES WITH MINIMUM CAPACITY OF 250 WP ALONG WITH MODULE MOUNTING STRUCTURES, DC CABLES, AC CABLES, STRING COMBINER BOX, DC DISTRIBUTION BOXES, AC DISTRIBUTION BOXES, EARTHING ALONG WITH GRID INTERACTIVE INVERTERS (POWER CONDITIONING UNITS) AS PER LATEST MNRE, MEDA, AND MSEDCL GUIDELINES (PLEASE REFER RESPECTIVE WEB SITES: HTTP://WWW.MAHAURJA.COM/; | PURCHAS<br>E | 01.00    | SET  | 0       | No            | No      | No Documents<br>Selected          | N.A.     |
| 2     | 005-138-<br>0002 * | ELECTRICAL, PLUMBING AND HARDWARE< TENDER FOR DESIGN, SUPPLY, INSTALL, TESTING, COMMISSIONING WITH FIVE YEARS OF COMPREHENSIVE MAINTENANCE CONTRACT OF INSTALLATION OF 100 KW GRID CONNECTED ROOF TOP MOUNTED FIXED AXIS SOLAR PHOTOVOLTAIC POWER PLANT AT MAIN ADMINISTRATIVE BUILDING OF SHIVAJI UNIVERSITY, KOLHAPUR, UNDER RASHTRIYA UCHCHATRA SHIKSHA ABHIYAN (RUSA) PROPOSAL< DATA ACQUISITION SYSTEM WEB BASED REMOTE PERFORMANCE MONITORING SYSTEM (RYSA) FOR PLANT CONTROL AND MONITORING SYSTEM (RYSTEM (HARDWARE AND SOFTWARE) FOR PLANT CONTROL AND MONITORING SYSTEM WITH A NEW DESKTOP WITH THE FOLLOWING FEATURES: DVD RW DRIVE, 20 LCD, USB SCROLL MOUSE, ALONG WITH 500 VA UPS. (THE ABOVE MENTIONED DATA ACQUISITION SYSTEM, DATA LOGGING SYSTEM, SOLAR RADIATION AND ENVIRONMENT MONITORING SYSTEM SOLAR RADIATION SHOULD COMPUTABLE WITH EACH OTHERS FOR INTERFACE POINT OF VIEW.)  | PURCHAS<br>E | 01.00    | SET  | 0       | No            | No      | No Documents<br>Selected          | N.A.     |

|   | T                  | <u></u>   |              |       |     |   |    |    |                          |      |
|---|--------------------|---|--------------|-------|-----|---|----|----|--------------------------|------|
| 3 | 005-138-<br>0003 * | ELECTRICAL, PLUMBING AND HARDWARE <> TENDER FOR DESIGN, SUPPLY, INSTALL, TESTING, COMMISSIONING WITH FIVE YEARS OF COMPREHENSIVE MAINTENANCE CONTRACT OF INSTALLATION OF 100 KW GRID CONNECTED ROOF TOP MOUNTED FIXED AXIS SOLAR PHOTOVOLTAIC POWER PLANT AT MAIN ADMINISTRATIVE BUILDING OF SHIVAJI UNIVERSITY, KOLHAPUR, UNDER RASHTRIYA UCHCHATRA SHIKSHA ABHIYAN (RUSA) PROPOSAL <> SOLAR RADIATION AND ENVIRONMENT MONITORING SYSTEM FOR PERFORMANCE MONITORING OF ABOVE SYSTEM INCLUDING RADIATION SENSOR, TEMPERATURE SENSOR, HUMIDITY SENSOR, WIND SPEED AND WARRANTEE FOR THE PERIODO OF FIVE YEARS.               | PURCHAS<br>E | 01.00 | SET | 0 | No | No | No Documents<br>Selected | N.A. |
| 4 | 005-138-<br>0004 * | ELECTRICAL, PLUMBING AND HARDWARE<>TENDER FOR DESIGN, SUPPLY, INSTALL, TESTING, COMMISSIONING WITH FIVE YEARS OF COMPREHENSIVE MAINTENANCE CONTRACT OF INSTALLATION OF 100 KW GRID CONNECTED ROOF TOP MOUNTED FIXED AXIS SOLAR PHOTOVOLTAIC POWER PLANT AT MAIN ADMINISTRATIVE BUILDING OF SHIVAJI UNIVERSITY, KOLHAPUR, UNDER RASHTRIYA UCHCHATRA SHIKSHA ABHIYAN (RUSA) PROPOSAL<>OPERATION AND COMPREHENSIVE MAINTENANCE CHARGES INCLUDING CLEANING OF PV SYSTEM SUPPLIED, MAN POWER AND MATERIAL IF ANY REQUIRED FOR SATISFACTORILY PERFORMANCE FOR THE PERIOD OF FIVE YEARS FROM THE DATE OF SUCCESSFUL COMMISSIONING. | PURCHAS<br>E | 05.00 | ΥR  | 0 | No | No | No Documents<br>Selected | N.A. |
| 5 | 005-138-<br>0005 * | ELECTRICAL, PLUMBING AND HARDWARE   PROPOSAL SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF NET METERING ARRANGEMENT INCLUDING INSTALLATION OF CTS, PTS IF ANY REQUIRED AS PER GUIDELINES & SPECIFICATIONS OF MNRE, MEDA, MSEDCL FOR IMPORT AND EXPORT OF POWER TO MSEDCL INCLUDING COST INVOLVED FOR COORDINATING. (NECESSARY PAYMENT TO MSEDCL IN THIS CONNECTION WILL HAVE TO BE ARRANGED BY THE CONTRACTOR AND SAME WILL BE REIMBURSED BACK TO CONTRACTOR BY UNIVERSITY ONLY ON SUBMITTING ORIGINAL INVOICE / BILLS FROM MSEDCL.)   | PURCHAS<br>E | 01.00 | SET | 0 | No | No | No Documents<br>Selected | N.A. |
| 6 | 005-138-<br>0006 * | ELECTRICAL, PLUMBING AND HARDWARE<>TENDER FOR DESIGN, SUPPLY, INSTALL, TESTING, COMMISSIONING WITH FIVE YEARS OF COMPREHENSIVE MAINTENANCE CONTRACT OF INSTALLATION OF 100 KW GRID CONNECTED ROOF TOP MOUNTED FIXED AXIS SOLAR PHOTOVOLTAIC POWER PLANT AT MAIN ADMINISTRATIVE BUILDING OF SHIVAJI UNIVERSITY, KOLHAPUR, UNDER RASHTRIYA UCHCHATRA SHIKSHA ABHIYAN (RUSA) PROPOSAL<>SUBSIDY AMOUNT  | PURCHAS<br>E | 01.00 | RS  | 0 | No | No | No Documents<br>Selected | N.A. |

| 005-138-<br>0007 * | APPLICABLE AND MANDATURIEY REQUIRED AND SUGGESTED BY MSEDCL, SUPPLY AND INSTALLATION/LAYING OF SUITABLE SIZE UNDERGROUND CABLE FROM MAIN LT PANEL OF TRANSFORMER NO.5 UP TO THE POINT OF NET METERING ARRANGEMENT, INCLUDING EXCAVATION UP TO 750 MM AND BACK FILLING. (ACTUAL QUANTITY MAY VARY BASED ON SITE CONDITION. HOWEVER, VENDER WILL BE PAID BASED ON ACTUAL MEASUREMENT OF LENGTH OF CABLE ON SITE) | PURCHAS<br>E                  | 01.00   | PER<br>MET<br>ER | 0    | No   | No      | No Documents<br>Selected | N.A.   |
|--------------------|--|-------------------------------|---------|------------------|------|------|---------|--------------------------|--------|
|                    | * .  | <ul> <li>Indicates</li> </ul> | Mandato | ory Ite          | m to | Quot | e (or t | to participate in t      | ender) |

# PRICEBID

| BID DOCUMENTS |
|---------------|
| NOT REQUIRED  |

| FORMULA DETAILS |                                      |  |  |  |
|-----------------|--------------------------------------|--|--|--|
| Category Name   | Formula                              |  |  |  |
| PURCHASE        | RATEPERUNITINCLUSIVEOFALLTAXESANDETC |  |  |  |

|       |   | Price Schedule :Pl   | JRCHASE  |
|-------|---|--|--|
| S No. | Item Code   | RATE PER UNIT INCLUSIVE OF ALL TAXES AND ETC (in Rupees)   | Total  |
|       |   | field18  |  |
| 1     | COMPREHENSIVE MAINTENANCE CONTRA PHOTOVOLTAIC POWER PLANT AT MAIN ADM SHIKSHA ABHIYAN (RUSA) PROPOSAL<>DESIGN OF CAPACITY 100KW COMPRISING OF SOLA MOUNTING STRUCTURES, DC CABLES, AC CA ALONG WITH GRID INTERACTIVE INVERTERS (I REFER RESPECTIVE WEB SITES: HTTP://WWW SPECIFICATION ENCLOSED. HANDING OVE DOCUMENTATION AT THE END OF 5 YE | <>TENDER FOR DESIGN, SUPPLY, INSTALL, TEST<br>CT OF INSTALLATION OF 100 KW GRID CONNECTI<br>IINISTRATIVE BUILDING OF SHIVAJI UNIVERSITY,<br>I, SUPPLY, INSTALLATION, TESTING & COMMISSION<br>AR POLYCRYSTALLINE MODULES WITH MINIMUM<br>BLES, STRING COMBINER BOX, DC DISTRIBUTION<br>POWER CONDITIONING UNITS) AS PER LATEST MI<br>I, MNRE.GOV. IN; HTTP://WWW.MAHAURJA.COM; H<br>R THE ENTIRE SYSTEM TO SHIVAJI UNIVERSITY I<br>LARS. THE PINT OF GRID FEEDING WILL BE AT MA | ED ROOF TOP MOUNTED FIXED AXIS SOLAR KOLHAPUR, UNDER RASHTRIYA UCHCHATRA DNING OF GRID CONNECTED SOLAR PV SYSTEM CAPACITY OF 250 WP ALONG WITH MODULE I BOXES, AC DISTRIBUTION BOXES, EARTHING NRE, MEDA, AND MSEDCL GUIDELINES (PLEASE ITP://WWW.MAHADISCOM.IN/) AND TECHNICAL N GOOD WORKING CONDITION ALONGWITH |
|       | 005-138-0001 *  |  |  |
| 2     | COMPREHENSIVE MAINTENANCE CONTRA<br>PHOTOVOLTAIC POWER PLANT AT MAIN ADM<br>SHIKSHA ABHIYAN (RUSA) PROPOSAL<>DAT<br>ALONG WITH DATA LOGGING SYSTEM (HARDW,<br>DESKTOP WITH THE FOLLOWING FEATURES: E<br>DATA ACQUISITION SYSTEM, DATA LOG   | <>TENDER FOR DESIGN, SUPPLY, INSTALL, TEST<br>CT OF INSTALLATION OF 100 KW GRID CONNECTI<br>ININISTRATIVE BUILDING OF SHIVAJI UNIVERSITY,<br>A ACQUISITION SYSTEM - WEB BASED REMOTE P<br>ARE AND SOFTWARE) FOR PLANT CONTROL AND<br>V/D RW DRIVE, 20 LCD, USB SCROLL MOUSE, ALC<br>GING SYSTEM, SOLAR RADIATION AND ENVIRONI<br>LD COMPUTABLE WITH EACH OTHERS FOR INTEI  | ED ROOF TOP MOUNTED FIXED AXIS SOLAR KOLHAPUR, UNDER RASHTRIYA UCHCHATRA ERFORMANCE MONITORING SYSTEM (RPMS) MONITORING SHALL BE PROVIDED WITH A NEW NIG WITH 500 VA UPS. (THE ABOVE MENTIONED MENT MONITORING SYSTEM & DESKTOP  |
|       | 005-138-0002 *  |  | ,,   |
| 3     | COMPREHENSIVE MAINTENANCE CONTRA<br>PHOTOVOLTAIC POWER PLANT AT MAIN ADM<br>SHIKSHA ABHIYAN (RUSA) PROPOSAL<>SOLA   | <>TENDER FOR DESIGN, SUPPLY, INSTALL, TEST<br>CT OF INSTALLATION OF 100 KW GRID CONNECTE<br>INISTRATIVE BUILDING OF SHIVAJI UNIVERSITY,<br>R RADIATION AND ENVIRONMENT MONITORING S<br>R, TEMPERATURE SENSOR, HUMIDITY SENSOR, V<br>OF FIVE YEARS.]  | ED ROOF TOP MOUNTED FIXED AXIS SOLAR<br>KOLHAPUR, UNDER RASHTRIYA UCHCHATRA<br>SYSTEM FOR PERFORMANCE MONITORING OF  |
|       | 005-138-0003 *  |  |  |
| 4     | COMPREHENSIVE MAINTENANCE CONTRA<br>PHOTOVOLTAIC POWER PLANT AT MAIN ADM<br>SHIKSHA ABHIYAN (RUSA) PROPOSAL<>OPEI   | <>TENDER FOR DESIGN, SUPPLY, INSTALL, TEST<br>CT OF INSTALLATION OF 100 KW GRID CONNECTI<br>IINISTRATIVE BUILDING OF SHIVAJI UNIVERSITY,<br>RATION AND COMPREHENSIVE MAINTENANCE CH<br>'REQUIRED FOR SATISFACTORILY PERFORMANC<br>DATE OF SUCCESSFUL COMMISSIONING. ]  | ED ROOF TOP MOUNTED FIXED AXIS SOLAR<br>KOLHAPUR, UNDER RASHTRIYA UCHCHATRA<br>IARGES INCLUDING CLEANING OF PV SYSTEM  |
|       | 005-138-0004 *  |  |  |
| 5     | COMPREHENSIVE MAINTENANCE CONTRAPHOTOVOLTAIC POWER PLANT AT MAIN ADM SHIKSHA ABHIYAN (RUSA) PROPOSAL<>SUPPLINSTALLATION OF CTS, PTS IF ANY REQUIRED POWER TO MSEDCL INCLUDING COST INVOLVE  | <>TENDER FOR DESIGN, SUPPLY, INSTALL, TEST<br>CT OF INSTALLATION OF 100 KW GRID CONNECTS<br>ININSTRATIVE BUILDING OF SHIVAJI UNIVERSITY,<br>Y, INSTALLATION, TESTING AND COMMISSIONING<br>AS PER GUIDELINES & SPECIFICATIONS OF MNRE<br>D FOR COORDINATING. (NECESSARY PAYMENT<br>E WILL BE REIMBURSED BACK TO CONTRACTOR<br>INVOICE / BILLS FROM MSEDCL.)   | ED ROOF TOP MOUNTED FIXED AXIS SOLAR KOLHAPUR, UNDER RASHTRIYA UCHCHATRA OF NET METERING ARRANGEMENT INCLUDING MEDA, MSEDCL FOR IMPORT AND EXPORT OF TO MSEDCL IN THIS CONNECTION WILL HAVE TO   |
|       | 005-138-0005 *  |  |  |
| 6     | COMPREHENSIVE MAINTENANCE CONTRA<br>PHOTOVOLTAIC POWER PLANT AT MAIN ADM  | <>TENDER FOR DESIGN, SUPPLY, INSTALL, TEST<br>CT OF INSTALLATION OF 100 KW GRID CONNECTI<br>MINISTRATIVE BUILDING OF SHIVAJI UNIVERSITY,<br>SHA ABHIYAN (RUSA) PROPOSAL<>SUBSIDY AMO   | ED ROOF TOP MOUNTED FIXED AXIS SOLAR<br>KOLHAPUR. UNDER RASHTRIYA UCHCHATRA  |
|       | 005-138-0006 *  |  |  |
|       |   |  |  |

| 7 | [ELECTRICAL,PLUMBING AND HARDWARE<>TENDER FOR DES COMPREHENSIVE MAINTENANCE CONTRACT OF INSTALLATION PHOTOVOLTAIC POWER PLANT AT MAIN ADMINISTRATIVE BUILD SHIKSHA ABHIYAN (RUSA) PROPOSAL<>ADDITIONALLY, IF APPLICAND INSTALLATION/LAYING OF SUITABLE SIZE UNDERGROUND CAIMETERING ARRANGEMENT, INCLUDING EXCAVATION UP TO 75 CONDITION. HOWEVER, VENDER WILL BE PAID BASE | N OF 100 KW GRID CONNECTED ROOF TOP MOUN<br>ING OF SHIVAJI UNIVERSITY, KOLHAPUR, UNDER<br>ABLE AND MANDATORILY REQUIRED AND SUGGE<br>BLE FROM MAIN LT PANEL OF TRANSFORMER NO<br>50 MM AND BACK FILLING. (ACTUAL QUANTITY MA | TED FIXED AXIS SOLAR RASHTRIYA UCHCHATRA STED BY MSEDCL, SUPPLY 5 UP TO THE POINT OF NET Y VARY BASED ON SITE |
|---|---|--|---|
|   | 005-138-0007 *  |  |   |