

partial performance of any of the conditions of the contract and /or non-performance of guarantee obligations.

6. The security deposit shall be released to the Bidder after completion of 5 years of CMC satisfactorily. Also Bidder has to give the guaranteed generation for 5 years at available solar radiation. If systems produce less generation below guaranteed generation then penalty of Rs. 6/- per unit will be charged from your Security Deposit and will be released accordingly.

9. PRICE VARIATION:

The Project cost shall be *inclusive of all* duties and taxes, insurance etc. The prices quoted by the firm shall be complete in all respect and no price variation /adjustment shall be payable by MEDA.

As per Government Resolution BhanKhaS-2014/P.K-82/Part-III/Industries dated 01/12/2016, Tender out of the Price band (I.e -20% to +10%) of the tender cost will be rejected.

10. JURISDICTION:

In case of any dispute, in the documentation and during implementation, commissioning, completion and CMC period, all the matter will be resolve under Mumbai Jurisdiction only.

11. Period of Validity of Bid

- Bids shall remain valid for 90 Days after the date of opening of Technical Bid.
- In exceptional circumstances, MEDA may solicit the Bidder's consent to extend the period of validity. The request and the responses thereto shall be made in

writing. The EMD provided shall also be suitably extended. A Bidder granting the request will not be permitted to modify its bid.

12. Mode of submission of bids

- The Bids shall be submitted electronically in the **e-tender platform** only.
- Bids sent by any other mode like in person, post, Telex or Fax or e-mail will be rejected.
- MEDA may at its discretion ask the Bidder to submit the hard copy of any of the document/information submitted on e-tender platform.

13. Clarification of Bids

During evaluation of Bids, MEDA may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substances of the Bid shall be sought, offered or permitted.

14. Pre Bid Meeting:

Pre bid meeting shall be called at Maharashtra Energy Development Agency, Divisional Office Mumbai to clarify doubts if any, after floating tender on site <https://mahatenders.gov.in> and before submission of final tender document.

15. Acceptance or Rejection of Bids

- MEDA reserves the right to accept or reject any bid or all the bids and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability or any obligation to inform the affected bidder or bidders of the grounds for the said action.
- Any Bid with incomplete information is liable for rejection.

- For each category of pre-qualification criteria, the documentary evidence is to be produced duly attested by the authorized representative of the bidder and serially numbered. If the documentary proof is not submitted for any/all criteria the Bid is liable for rejection.
- If any information given by the bidder is found to be false/ fictitious, the Bidder will be debarred for 3 years from participating in any other tenders of MEDA and will be black listed.

16. Criteria for Bids evaluation

Technical Evaluation

- Only Technical Proposals conforming to minimum eligibility criteria and found to be responsive will be taken up for detailed technical evaluation. A technical/ tender committee shall evaluate the Bids submitted by bidders for a detailed scrutiny. ***During evaluation of Bids, MEDA, may, at its discretion, ask the bidders for clarification of their Proposals.***

Financial Evaluation

The price bids of the eligible bidders will then be evaluated in the manner provided below;

- At the outset, the price bids of all the Bidders who are technically qualified in technical evaluation shall be opened in the presence of the Bidders Representatives. Presence of the Bidders Representatives is essential. No claim / further clarification will be entertained, to the Bidder in case the Representative fails to attend this meeting.
- The bidder's names, the Bid Prices, total amount of each bid and other details as MEDA may consider appropriate, will be announced and recorded

by MEDA at the opening. The bidder's authorized representatives will be required to sign this record.

- Bidder that has quoted the lowest price (inclusive of all the taxes/duties) without breaching any technical specification as per terms and condition shall be declared as the preferred Bidder.
- The work orders shall be issued to the successful bidder whoever qualifies in the complete process as mentioned above.

17. Award Criteria and Award of Contract

MEDA will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid as per the criteria mentioned above, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

18. Corrupt or Fraudulent Practices

MEDA requires that Bidders shall observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, MEDA Defines, for the purposes of this provision, the terms set forth as follows:

- “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the

Government, and includes collusive practice among Bidders (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

- will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- will declare a firm ineligible for a period of 3 years, if it at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for awarded work at Government financed contract, or in executing, a contract

19. Terms of Payment:

- a. 80% of the total project cost will be released after supply, installation & successful commissioning of the system duly certified by Bidder, Officer of MEDA & authorized person of Beneficiary along with Geo-tagging Photographs of the system and system components and with all technical test reports of system and system components along with submission of Insurance policy documents effective from date of commissioning for CMC period.
- b. 20% of the total project cost shall be released on submission of next three month successful performance report **(of all the mentioned sites)** in prescribed format generated automatically through Remote real time Monitoring System as well as manually which should be duly certified by Officer of MEDA, authorized person of Beneficiary and submission of Performance Bank Guarantee of 15% of total project cost from any Nationalized Bank/Scheduled Bank valid for period of 5 years and submission of Guarantee and Warranty cards to the beneficiary.

Deduction:-

- i. The TDS at the source will be deducted as per the Govt. rule and regulations.
- ii. MEDA will issue necessary certificates of TDS deduction

Note that if bidder does not provide insurance against Labour and Material, MEDA will process insurance at "Director of Insurance" and will deduct 1% of contract value against insurance claimed by them and 1% of contract value deduction against "Labour Welfare Cess" from payment towards successful bidder

20. TIME FRAME:

The time frame for the completion of work is **60 Days** from the date of issue of work order.

21. PENALTY CLAUSE:

If the systems are not installed and commissioned within the stipulated period as mentioned in the work order, the Bidder shall be required to pay penalty of 0.5% (half percent) of balance amount per week, maximum up to 10% of the total cost of the systems and the amount shall be recovered either from the amount due to the Bidder or from Security Deposit.

If Successful bidder is not able to complete the project in due time, the same shall be get done through other contractor and the amount required will be deducted from the balance amount of the previous successful bidder.