

insurance made by him, also 1% labor cases is deducted from the bill of bidder as the Govt. Rule.

- An undertaking by the bidder on Rs.100/- stamp paper mentioning his establishment of required service stations near the project sites within jurisdiction of ----- division, names of his site engineer/ -----& their contact phone numbers, also contact number & address of local personnel of the company who is responsible for carrying out comprehensive maintenance contract (CMC) of the project for 5 years.
- Security Deposit of 3% (or 3% + additional below percentage of Tender cost if quoted) of the total contract value on the same day on which work order is issued by demand draft of nationalized/schedule bank in favor of The Principal College of Social Work Nirmala Niketan Churchgate Mumbai.

## **19. TERMS OF PAYMENT:**

- At time of signing MOU / agreement 10% payment should pay to tenderer. (10% payment of total cost should not release before the submission of 3% security deposit).
- 20% payment should be release after completion of 50% work.
- Release of 70% of total project cost:

It will be released after supply, installation & successful commissioning of the systems duly certified by Bidder, Officer of Division office college& authorized person of Beneficiary, along with following documents: -

- Joint Inspection Report duly signed by beneficiary, Bidder representative College official.
- Submission of Complete Project Insurance policy documents effective from date of commissioning of the project for period of 05 years covering damage by natural calamities, fire, forceful damage of project, etc.
- System Photograph accompanying College official taken during joint inspection.
- Warranty/Guaranty Certificate of materials used in project.
- Serial Wise Test Reports of Panel comprising I-V curve and detail parameters of each panel.
- Test Report of inverter and batteries (if applicable)

- Comprehensive Maintenance Contract (CMC) document as per clause mentioned in section IV “Technical Specification of SPV Solar Plant” for 5 years on the letter head of bidder.
- RFID Reader must be carried at the time of inspection. The report generated from RFID Tag of each panel at the time of inspection is to be compulsorily submitted.
- 3% of security deposit will be refunded after 1 month of final installation and commissioning of system if, it is working satisfactorily.

## **20. Deduction: -**

1. The TDS at the source will be deducted as per the Govt. rule and regulations.
2. College will issue necessary certificates of TDS deduction iii. ‘C’ / ‘D’ form will not issue by College.
3. iv. Note that if bidder does not provide insurance against Labour and Material College 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 “Labor Welfare Cess” from payment towards successful bidder.

## **21. TIME FRAME:**

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

Bidder should follow the project timelines and also bound to complete the progress of project work as per given below mild stones or else he will be liable for Penalty against incomplete milestone.

| <b>Sr. No.</b> | <b>Miles tone</b> | <b>Work Status</b>                                             |
|----------------|-------------------|----------------------------------------------------------------|
| 1              | Day 1- 15 days -  | >40% Completion of work.                                       |
| 2              | Next 16-30 days - | >50- 60% Completion of work.                                   |
| 3              | Next 31-60 days - | 70- 100% Commissioning and Acceptance of Solar power projects. |

## **22.TIME EXTENSION:**

No extension will be given after deadline of date for completion of work as the said work very urgent to complete within the targeted date.

## **23. PENALTY CLAUSE**

1. 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 1/2% (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.
2. If Successful bidder is not able to complete the project in due time the same shall be got done through other contractor and the Successful bidder has to bear all the cost incurred against the balance work left by him for the completion of project.

## **SECTION – III**

### **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### **1. General Terms and Conditions: -**

**1.1** The following are the General Terms and Conditions of Contract for Supply, Installation and commissioning of SPV Power Plant, as per the specifications given in the document.

**1.2** Bidder shall be responsible for any damage occurred, if any, at the site during the execution of work.

**A.** The Bidder should provide appropriate tools and equipment's to the workmen and ensure that those are in proper working condition and the workmen use the appropriate tools and take precaution "PLEASE NOTE THAT ANY ACCIDENT TO THE WORK MEN / PUBLIC / ANIMALS / PROPERTY BOTH MOVABLE AND IMMOVABLE SHALL BE ENTIRE AND SOLE RESPONSIBILITY OF THE BIDDER AND ANY PROCEEDING ARISING OUT OF THE SAME SHALL BE AT THE BIDDER'S RISK AND COST, COLLEGE OR ITS EMPLOYEES WILL NOT BE RESPONSIBLE FOR ANY SUCH INCIDENT".

**B.** Bidder should provide necessary manufacture's test certificates for materials being used for the work. Power curve of all the panels erected by manufacturers shall be provided to the The Principal College of Social Work Nirmala Niketan Churchgate Mumbai.

**C.** The selected Bidder is bound to work on the guideline provided by College from time to time. Guidelines if issued in future by College, the changes proposed will also be applicable without augmentation in project cost till the completion of 5 years CMC period.

- D.** The Bidder shall carry out the work strictly according to the specifications as per given in Section-IV and complete the work within stipulated time.
- E.** It is the responsibility of Bidder to submit the reports for systems installed & commissioned and certificates for undertaking the responsibility of maintenance of the systems to College with a copy to Beneficiary. Bidder shall also impart training to the user for regular Maintenance of the systems and certificate in this respect should be submitted.
- F.** Bidders should give Guarantee against any manufacturing defects from the date of commissioning up to 5 years CMC period. For any manufacturing defects, supplier shall replace defective parts at free of cost during the CMC period and shall keep the system functional.
- G.** College officials will do inspection as and when necessary, during the execution of work and thereafter subsequent to installation and commissioning of the work for the purpose of issuing final completion certificate.
- H.** In the event of any discrepancy observed in specifications, the specifications given by College will be final. In the event of dispute arising any time, related to this work and document, decision of the College or his nominee shall be final.
- I.** College at its discretion may visit supplier's factory for testing / inspection at any time during the period of supply and installation of the systems.
- J.** College will not pay any interest on any amount, due to the Bidders.
- K.** During the inspection, if any deviations in Technical Specifications are observed, College reserves right to test any solar module / system at any authorized test center of MNRE. Bidder shall provide the facilities for getting the sample tested & the supplier shall bear the cost for the same.
- L.** If the supplier fails to complete the work or partially completes it then, College reserve right to cancel the work order and get it done from other

supplier and any loss due to this shall be recovered either from any amount due to the supplier or from their Security Deposit.

- M.** At the time of inspection of College manufacturer or supplier has to submitted I.V. curves and test reports of supplied PV modules to respective officer.
- N.** The Wiring must be carried out in casing-capping / conduit which are suitable as per site condition.
- O.** It will be responsibility of the Bidder for procurement and installation of Net Meter in the system. (All approval from electricity board college needs to be provided required documents.)
- P.** It will be responsibility of the bidder to provide required WIFI system through any network for real time monitoring of the system using internet and downloading of data for initial one year period, later the bidder/supplier may handover the WIFI system to the beneficiary for its maintenance.
- Q.** It will be responsibility of the Bidder to ensure the satisfactory performance of the system.
- R.** The Bidder shall provide the display board of size 3ft x 3ft that gives detailed information of system along with the contact details of manufacturer. This will help the beneficiary during 5 years CMC period.
- S.** The Bidder shall comply with the provision of contract labour (Regulation and Abolition) Act 1970, minimum wages Act 1948, payment of the wages Act 1963 Workmen's Compensation Act 1961, the contract labor (Regulation and Abolition) Act 1979 and all other related Acts and any modification thereof or any law relating thereto and rules made there under from time to time.
- T.** If previous performance of any Bidder found unsatisfactory, he will be disqualified.
- U.** If any information / confirmation on any point of these tender conditions is required Bidder may contact / write to General ----- (-----  
-----, ----- giving tender reference no. etc.
- V.** In the event of dispute during installation & commissioning of the systems related to the work and documents, decision of the College shall