

be final.

- W.** The College reserves the rights to distribute the work among the Bidders who are eligible and have submitted the offers.
- X.** Once the Bidder submit his offer and subsequently if not interested to work, in such case College will forfeit his EMD amount.
- Y.** At the time of placing work order and during the implementation College can revise the technical terms and conditions if revised by MNRE, which will be binding on the Bidder.
- Z.** The College reserves the right to select L2 Bidder or another qualified bidder. i.e. second lowest Bidder to complete the work, if L1 i.e. lowest Bidder fails to fulfil tender conditions or fails to complete the work.
- AA.** It is binding on the successful Bidder to submit original certificates, documents required by College.
- BB.** The bidder must acknowledge that all the work of the project must be in the observance of licensed electrical contractor. The responsibility of electrical works, safety precautions and safety parameters of the project will be of licensed electrical contractor and awarded bidder, which must as per standards specified.

## **2. Communications**

- A.** Wherever provision is made for the giving or issue of any notice, instruction, consent, approval, certificate or determination by any person, unless otherwise specified such communication shall be in writing and shall not be unreasonably withheld or delayed.
- B.** Project review coordination meetings between the Beneficiary, College's Representative and Contractor shall be conducted on a regular basis or as and when required by the College, at locations decided by the College for Contractor's progress and plans for completing the remaining Works, to deal with matters affecting the progress of the Works, and to decide on responsibility for actions required to be taken. Decisions taken and instructions issued during the coordination meetings, as recorded in the Minutes, shall have the same force and effect as if they were written communications issued in this accordance

### 3. The estimated work cost of the systems is given below.

Sr.No.	Name of the work	Capacity	Estimate cost (Rs. in Lakhs)
1	Design, Fabrication, Supply, Installation, Testing, Commissioning and Maintenance of Standard BOM for 30kWp GT SPP distributed on The Principal College of Social Work Nirmala Niketan Churchgate Mumbai Grid connected solar PV plant under roof top or ground mounted net metering with 5 years of Comprehensive maintenance.	30 KWP	22.00
	Total		22.00

- **The total estimated cost for the system is Rs. 22.00 Lakhs. Hence bidder has to submit the EMD amount Rs. 44000/-.**

#### 1. Manner of Execution -

- Execution of work shall be carried out in the approved manner as outlined in the technical specifications or where not outlined, in accordance with relevant MNRE / BIS / Indian Standard Specifications, to the reasonable satisfaction of The Employer.
- The Contractor/Agency should successfully complete the project within timeframe set out by the employer and mutually agreed between Contractor / Agency and Employer.
- College shall not be responsible for any loss or damage of any material when installing SPV powerplants.
- Undertake necessary activities during the warranty period as set out in this Contract.
- It is the responsibility of successful bidder to make the insurance of SPV system from the date of commissioning for the CMC period by following standard procedure.

## **1. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

## **2. Standards**

The design, engineering, manufacture, supply, installation, testing and performance of the equipment shall be in accordance with latest appropriate IEC/ Indian Standards and as detailed in the Technical specifications Section as per the MNRE requirements of the bid document and Annexures A. The goods supplied under this contract shall confirm to the Standards mentioned, where appropriate Standards and Codes are not available, other suitable standards and codes as approved by the authoritative Indian Standards shall be used.

## **3. Inspection:**

1. The projects will be inspected for quality at any time during commissioning or after the completion of the project by College
2. Bidder shall inform College in writing when any portion of the work is ready for inspection (site wise) giving sufficient notice to enable College to depute officials to inspect the same without affecting the further progress of the work. The work shall not be considered in accordance with the terms of the contract until the competent person from College certifies in writing to that effect.
3. The cost of Inspection shall be borne by Bidder only.
4. Bidder shall carry RFID tag reader for verification of panel details, kit for testing earthing, meter for measuring structure's angle, multimeter etc.
5. Bidder has to strictly follow the specifications given in the work order while carrying out the execution of work. During inspection if it is found that Bidder has deviated from the specifications, Bidder has to do the alteration / modification / reconstructions as per the given specifications at his own cost & risk.

#### **4. Transportation**

Where the Contractor/Agency is required under the contract to transport the goods to specified locations defined as Project sites, transport to such places including insurance, as shall be specified in the contract, shall be arranged by the Contractor / Agency, and the contract price shall include transportation costs.

#### **5. Assignment**

The Contractor / Agency shall not assign, in whole or in part to any third party, its obligations to perform under the contract, except with College's prior written consent.

#### **6. Sub-contracts**

Subcontract is strictly prohibited.

#### **7. Termination for Default**

College without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor/ Agency, terminate the contract in whole or part: -

1. If the Contractor / Agency fails to deliver any or all the goods within the period(s) or within any extension thereof granted by the college or
2. If the Contractor / Agency, in the judgment of College has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

In the event College terminates the contract in whole or in part, College may procure, upon such terms and in such manner as it deems. Appropriate goods or services similar to those undelivered and the Contractor / Agency shall be liable to College for any excess costs for such similar goods or services. However, the Contractor / Agency shall continue the performance of the contract to the extent not terminated.

#### **8. Applicable Law**

The contract shall be interpreted in accordance with the laws of the Union of

India.

## **1. Notices**

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other party's address specified. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **2. Packing**

- The Bidder shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract.
- The packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures during transit and open storage.
- Packing case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handlings facilities at all points in transit.
- The packing, marking and documentation within and outside the item shall comply strictly with such special requirements as shall be provided for in the contract including additional requirements, if any and in any subsequent instructions ordered by the College.

## **3. Danger plates:**

- The bidder shall provide at least 8 Danger Notice Plates at each project site of 200 mm X 150 mm made of mild steel sheet, minimum 2 mm thick and vitreous enameled white on both sides and with inscription in signal red colour on front side as required. The inscription shall be in English and local language.

## **4. Insurance:**

- The Bidder shall be responsible and take an Insurance Policy for transit-cum-storage-cum-erection for all the materials to cover all risks and liabilities for supply of materials on site basis, storage of materials at site, erection, testing and commissioning. The bidder shall also take appropriate insurance during O&M period, if required.

- The Bidder shall also take insurance for Third Party Liability covering loss of human life, engineers and workmen and also covering the risks of damage to the third party/ material/ equipment/ properties during execution of the Contract. Before commencement of the work, the Bidder will ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the Contract. Liquidation, Death, Bankruptcy etc., shall be the responsibility of bidder.
- The bidder shall provide insurance coverage ex-factory until commissioning and acceptance for replacement or repair of any part of the consignment due to damage or loss.
- The bidder shall provide insurance coverage of Complete Project documents effective from date of commissioning of the project for period of 05 years covering damage by natural calamities, fire, forceful majeure, theft, etc.

## **5. Warranties and Guarantees: -**

The Bidder shall warrant that the goods supplied under this contract are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials. The bidder shall provide warrantee covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period of 5 years from the date of commissioning of project. The successful bidder has to transfer all the Guarantees/ Warrantees of the different components to the Owner of the project. The responsibility of operation of Warrantee and Guarantee clauses and Claims/ Settlement of issues arising out of said clauses shall be joint responsibility of the Successful bidder and the owner of the project and College will not be responsible in any way for any claims whatsoever on account of the above.