

7) 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, shall be specified in the contract, shall be arranged by the Contractor / Agency, and the contract price shall include transportation costs.

8) 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 MEDA's prior written consent.

9) Sub-contracts

Subcontract is strictly prohibited (Turnkey i.e. E.P.C. as well as C.M.C.).

10) Termination for Default

MEDA 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:

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

In the event MEDA terminates the contract in whole or in part, MEDA 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 MEDA 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.

11) Applicable Law

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

12) 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.

13) Packing

- The Bidder shall provide such packing of the goods as 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 climatic temperatures during transit and open storage.
- Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods 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 MEDA.

14) Spares & tools-tackles:

The bidder shall provide / supply its own necessary tools-tackles for erection & testing and required for CMC, along with sufficient quantity for consumable items / spares for replacement, if any.

15) Danger plates:

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

16) Control Room:

Installation of Inverters shall be done at safe weatherproof location at each site for SPV power plants.

17) 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, and testing and commissioning.
- The bidder shall also take appropriate insurance during O&M / CMC period for 100% of offered price.
- 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.

18. Warranties and Guarantees:

The Bidder shall guarantee 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 guarantee 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/ Warranties of the different components to the Owner of the project. The responsibility of operation of Warranty 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 MEDA will not be responsible in any way for any claims whatsoever on account of the above.

SECTION-IV

TECHNICAL SPECIFICATION OF SPV POWER PLANT

Design, Manufacture, Supply, Installation, Testing and Commissioning With Five Years Comprehensive Maintenance Contract of Grid Connected Rooftop System with Remote Monitoring System at:

1. Ambernath Nagar Parishad, Ambernath – 40 kWp
2. State Excise, Thane (Meter 1-3) – 25 kWp
3. Government technical high school, Kopari (Meter 1-3) – 20 kWp

General Information

1. The operating life of the plant shall be minimum 25 years.
2. The plant shall monitor solar generated energy using plant DC / AC energy meter/Bidirectional energy meter independent of load energy monitoring. Remote monitoring facility must be made available.
3. The plant shall consist of PV array, fixed PV array support structure, String/Array combiner boxes, if required; DC cabling, DC distribution box, if required; Inverter, AC cabling, AC distribution box, plant AC energy meter, load energy meter and data acquisition system.
4. The individual Solar PV array shall be installed on existing roof top of the building using **fixed PV array support structure**.
5. The individual string / array combiner boxes and DC cabling shall be installed on roof top of the building.

6. The inverter shall be installed in the control room / open space provided in the building.

7. The DC and AC distribution boxes, DC and AC cabling, energy meters and data acquisition system shall be installed in the control room / open space provided in (or near) the building.

➤ **SOLAR PHOTOVOLTAIC MODULES:-**

- a. The PV modules used should be made in India.
- b. The PV modules used must qualify to the latest edition of IEC PV module qualification test or equivalent BIS standards Crystalline Silicon Solar Cell Modules IEC 61215/IS14286. In addition, the modules must conform to IEC 61730 Part-1 - requirements for construction & Part 2 – requirements for testing, for safety qualification or equivalent IS.
- c. For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701.
- d. The total solar PV array capacity should not be less than allocated capacity (kWp) and should comprise of solar crystalline modules of minimum 250 Wp and above wattage. Module capacity less than minimum 250 watts shall not be accepted.
- e. Adequate protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.
- f. PV modules must be tested and approved by one of the IEC authorized test centres.
- g. The module frame shall be made of corrosion resistant materials, preferably having anodized aluminium.
- h. The EoI holder shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his EoI. MEDA/owners shall allow only minor changes at the time of execution.
- i. Other general requirement for the PV modules and subsystems shall be the Following:
 - The rated output power of any supplied module shall have tolerance within $\pm 3\%$.