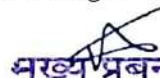


## GENERAL TERMS AND CONDITIONS / INSTRUCTIONS TO THE BIDDERS

1. Bidder must use only the price bid format issued by GKSB, to fill in the rates. Any additional /alteration in the text of the tender made by Bidder shall not be considered. Such tender /s may be considered invalid by GKSB at its discretion.
2. All entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender may be considered invalid by GKSB in its discretion.
3. Rates and amounts should be quoted both in figures and in words, in columns specified. All erasures and alterations made while filling the tender must be attested by the initials of the Bidder. Overwriting of the figures is not permitted.
4. Failure to comply with either of these conditions will render the tender void at GKSBs option. No advice whatsoever especially on any change in rate, specifications or conditions after opening of the tender will be entertained. If on check there are difference between the rates given by Bidder in the words and figures or in amount worked out by him, the following procedure shall be followed:
  - a. When there is a difference between the rates in figures and in words, the rates that correspond with the rate written either in the figures or in words, then rate quoted by Bidder in words shall be taken as correct.
  - b. When the amount of an item is not worked out by Bidder or it does not correspond with the rate written either in figures or in words, then the amount corresponding to the rate quoted by Bidder s in the words shall be taken as correct.
  - c. When the rates quoted by Bidder in figures and in words tallies but the amount is not worked out correctly, the rate quoted by Bidder shall be taken as correct and not the amount.
5. Each page of the tender document should be signed by the authorized person or persons submitting the tender in token of his/their having acquainted himself/themselves with the general conditions of contract. General specifications, special conditions etc. as laid down. Any tender with any of the documents not so signed will be liable to be rejected.
6. The tender submitted on the behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on the behalf of the firm to enter in to the proposed contract. Otherwise the tender may be rejected by GKSB.
7. Bidder shall furnish earnest money in the form of Demand Draft in favour of "GKSB" from any nationalized bank. A tender that is not accompanied by EMD shall be rejected. The EMD will be returned to Bidder if his tender is not accepted by GKSB but without any interest thereon. The EMD paid by the successful Bidder shall be retained by GKSB as a part of security for execution of fulfilment of the contract. The EMD of

Seal and Sign of the Bidder

  
मुख्य प्रबन्धक  
श्री गंगानगर केंद्रीय सहकारी बैंक लि  
गंगानगर ( राज )

- successful Bidder will be forfeited if he fails to comply with any of the conditions of the contract / tender documents or if he withdraws his tender during the specified period of validity of offer or if he fails to sign the contract agreement within the stipulated period.
8. GKSBB does not bind itself to accept the lowest or any quotation and reserves to itself the right to accept or reject any or all the quotations, without assigning any reasons for doing so. GKSBB also reserves the right to divide the work and award separately amongst the Bidders, without assigning any reason for doing so.
  9. On receipt of intimation from GKSBB of the acceptance of his/their tender, by way of Work Order, the successful Bidder shall sign an agreement on the lines of the agreement in the format prescribed herein. A work order by GKSBB will constitute a binding contract between GKSBB and Bidder so tendering, whether such formal agreement is or is not subsequently executed. The cost of the necessary stamp paper for execution of the agreement shall be borne by the successful Bidder.
  10. Bidder shall not assign the contract and shall not sublet any portion of the contract except with the written consent of GKSBB. In the case of breach of these conditions, GKSBB may serve a notice in writing on Bidder rescinding the contract where upon the security deposit shall stand forfeited to GKSBB, without prejudice to his other remedies against the Bidder.
  11. Bidder shall carry out all the work strictly in accordance with the details and Engineer / Officials. If in the opinion of GKSBB, changes have to be made in the design and with the prior approval in writing they desire Bidder to carry out the same. GKSBB's engineer/officials decision in such case shall be final.
  12. A schedule of probable quantities in respect of each work and specifications accompany their general and special conditions. The financial bid should contain not only the rates but also the value of each item of work entered in a separate column and all amount quoted against various items entered in a separate column and all amounts quoted against various items should be totalled in order to show the aggregate value of entire tender.
  13. Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making tender and for entering in to a contract and inspect site of the work, acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.
  14. The rates quoted in the tender/ offer shall be for the complete item including design, supply, installation, testing and commissioning of plant at site. The rate shall also include all charges for storing, watch and ward, reinstating and making good damaged work if any to its original finish etc. The rates quoted shall be deemed to be

Seal and Sign of the Bidder

मुख्य प्रबन्धक  
श्री गंगानगर केन्द्रीय सहकारी बैंक लि.  
गंगानगर (राज.)



finished work to the measured at site. The rate quoted in the tender shall include all charges for packing, transporting, loading, unloading and for delivery at site. The rates shall also be firm during the period of the contract including extended period if any and rates shall not be subject to exchange variation, labour conditions and fluctuations in railway freights, taxes or any conditions whatsoever. Bidders must include in their rates, sales tax, excise duty, octroi, entry tax or any other tax and duty or other levy as existing, levied by the central government or any state government or local authority, if applicable. No claim in respect of increase in sales tax, work contract tax, excise duty, octroi or other tax, duty or levy during the duration of the contract shall be entertained by GKSB. The same will remain firm during the contract period.

15. Rate should include:

- (a) charges for removal of debris out of premises, removing stains, cleaning the site thoroughly and restoring it to original condition where work is undertaken,
- (b) all Taxes, Duties, Octroi, Levies, Payment of wages as per Act, GST
- (c) Freight & Insurance, and, (d) all overheads & profits etc.

16. Quoted rate should be workable, and should be firm for the entire contract period. No variation of rates will be allowed.

17. Bidder is required under the contract to deliver the goods to the site. (The storage/handling etc. shall be sole responsibility of Bidder till the commissioning/handover of the system). No 'C' forms will be issued from GKSB.

18. The price shall be inclusive of all taxes and duties, custom duty, excise duty, service tax, sales tax, C.S.T., local taxes, Trade Tax/GST, Income Tax, Surcharge on income tax etc. if any. An Applicant firm shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable as per Government income tax & service tax norms will be payable by Bidder. If any new tax/duty is levied during the contract period the same will be borne by the firm exclusively. TDS will be deducted from the payment of Bidder as per the prevalent laws and rules of Government of India and Government of Rajasthan in this regard.

19. Bidder in consultation with concerned official/officials of GKSB will conduct training program for users, focusing on main features, operation and maintenance of the systems.

20. Bidder shall continue to provide spare parts after the expiry of warranty period at the users cost if desired by the user. If Bidder fails to continue to supply spare parts and services to users GKSB shall take appropriate action against the firm.


21. Bidder shall provide one copy of instruction manual and routine maintenance manual with each system supplied or installed, this shall be in English/Hindi. The following minimum details must be provided with manual for Off Grid connected Solar PV Power Plant:

Seal and Sign of the Bidder

मुख्य प्रबन्धक  
गंगानगर केन्द्रीय सहकारी बैंक लि  
गंगानगर (राज.)

- (a) About the complete photovoltaic system including PV modules, PCU, battery and electronics etc.
- (b) Do's and Don'ts
- (c) Clear instructions on regular maintenance and troubleshooting of the system
- (d) Name & address of the contact person in case of non-functioning of the system.
22. Bidder shall indemnify GKSB against all third party claims of Infringement of patent, royalties' trademark or industrial design rights arising from use to the goods or any part thereof.
23. Bidder, wherever applicable, shall after proper painting, pack and crate all the equipment in such manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till time of installation. Bidder shall be held responsible for all damage due to improper packing.
24. Bidder shall inform GKSB of the date of each shipment from his works, and the expected date of arrival at the site for the information of GKSB project offices at least 7 days in advance.
25. All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of Bidder.
26. The goods supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation; natural calamities shall be included in the bid price.
27. All the equipment and materials including spares, if any, being supplied by the Bidder shall be completely insured at his own cost from the time of dispatch till installation & commissioning of the project and taking over by beneficiary/User in accordance with the Bidding Documents.
28. It will be the responsibility of Bidder to lodge, pursue and settle all claims with the Insurance Company for all equipment / materials in case of any damage, loss, theft, pilferage or fire during execution of Contract and GKSB shall be kept informed about it. Bidder shall be responsible for replacement of the lost/damaged materials promptly irrespective of the settlement of the claims by the underwriters and Bidder shall ensure that the work progress is as per the agreed schedule without cost overrun/time overrun. The losses, if any, for such replacement shall be borne by Bidder.
29. Bidder shall note that unless otherwise stated the tender is strictly on lump sum basis and his attention is drawn to the fact that rate should be correct, workable and self-supporting. This tender shall carry out all works necessary for completion of the work and for delivering the desired results. No claim shall be entertained on this account.
30. Bidder should not employ any person who is prohibited by law from being

Seal and Sign of the Bidder

  
मुख्य प्रबन्धक  
श्री गंगानगर केंद्रीय सहकारी बँक लि  
श्री गंगानगर ( राज )



employed for fulfilling obligations under this contract.

31. Any act of indiscipline/misconduct/theft/pilferage on the part of any employee/person engaged by Bidder resulting in any loss to GKSB or PACS in kind or in cash will be viewed seriously and GKSB will have the right to levy damages or fine and/or even terminate the contract forthwith.
32. In case of any default or failure on part of Bidder to comply with all/any one of the terms/conditions, GKSB reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Bidder and/or by taking recourse to appropriate recovery proceedings.
33. Time allowed for carrying out the work shall be strictly observed by the renderer. The work shall throughout the stipulated period of the contract be proceeded with all due diligence.
34. Bidder must submit a certificate from the manufacturers that the supplier is an authorized dealer for the sales and service of the products used in the solar power plant System.
35. Bidder shall not be entitled to any compensation for any loss suffered by him on the account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of the modification to the work entrusted to him or in any subcontract connected therewith or delays in awarding contracts for other trades of the project or in commencement of the works or in procuring government controlled or other building materials or in obtaining water and power connections for the construction purpose or for any other reason whatsoever and GKSB shall not be liable for any claim in respect thereof. GKSB does not accept the liability for any sum besides the tender amount, subject to such variations as are provided for herein.
36. The successful Bidder is bound to carry out any or all items of work necessary for the completion of the job even though such items are not included in the quantities and rates.
37. The successful Bidder must cooperate with the other contractor appointed by GKSB so that the work shall proceed smoothly with the least possible delay and to the satisfaction of GKSB.
38. The tender shall guarantee that the work shall be free from any defects whatsoever for a period of 05 year Defect Liability period(Warranty) from the date of completion /commissioning of the work.
39. The work allotted to Bidder is to be complete within 01 months reckoned from the date of issue of the work order. Bidders are advised to visit the site and get themselves

Seal and Sign of the Bidder

मुख्य प्रबन्धक  
भोपाल नगर केन्द्रीय सहकारी बँक लि.  
भोपाल नगर (राज.)

Page 15 of 47