



**Scheduled Tribes Welfare Department**  
For The Educational, Social & Economics Upliftment of Scheduled Tribes



**Office of the Director, Scheduled Tribes Welfare Department  
Bengaluru, Government of Karnataka.**

No.6.1.11/KSCST/STWD/ TENDER /223 Dated: 16-08-2021

Tender title : "10kWp Rooftop Solar PV Power Plant in 47 Residential Schools"

**Short Term Tender Notification for "Design, Supply, Installation, Testing and Commissioning of 10kWp Rooftop Solar PV Power Plant with Battery Bank, Inverter and Electrical wiring for power supply to the E-learning centers at 25 Morarji Desai and 22 Kittur Rani Chennamma Residential Schools in Karnataka"**



**Tender inviting authority:  
Executive Secretary**

**KARNATAKA STATE COUNCIL FOR SCIENCE AND TECHNOLOGY (KSCST)**

Indian Institute of Science Campus, Bengaluru - 560012

**On Behalf of  
Director**

**SCHEDULED TRIBES WELFARE DEPARTMENT (STWD)**

#34, 1<sup>st</sup> Floor, Lotus Tower, Race Course Road,  
Bengaluru – 560001, Karnataka State

Ph: 080-23341652 (KSCST), 080-22261789 (STWD)

office.kscst@iisc.ac.in / stwelfare@gmail.com

This page is intentionally left blank

## **SHORT TERM TENDER NOTIFICATION**

Description
<b>“Design, Supply, Installation, Testing and Commissioning of 10kWp Rooftop Solar PV Power Plant with battery bank, Invertor and Electrical wiring for power supply to the E-learning centers at 25 Morarji Desai and 22 Kittur Rani Chennamma Residential Schools in Karnataka”</b>

- 1 Tender Reference No and date : **No.6.1.11/KSCST/STWD/ TENDER /223**  
**Dated: 16-08-2021**
- 2 EMD Amount (Rs. In Lakhs) : **Rs. 5.55 Lakhs**  
**Estimated Budget** **Rs.3,70,36,000/-**  
In case the bidder is registered under NSIC – single point registration, they are eligible for EMD exemption.
- 3 Date and time for Pre-Bid meeting : **26 August 2021, starts at 3.00 PM**  
Online Google meeting will be conducted.  
Interested bidders may send email to [office.kscst@iisc.ac.in](mailto:office.kscst@iisc.ac.in) on or before 24<sup>th</sup> August 2021 within 3.00 pm. Meeting link will be sent on request by email only.
- 4 Last date & Time for submission of Tender : **20<sup>th</sup> September 2021 at 5:30 PM**
- 5 Date & Time of opening of Technical bid : **22<sup>nd</sup> September 2021 at 11:00 AM**
- 6 Date & Time of opening of Financial Bid : **30<sup>th</sup> September 2021 at 11:00 AM**
- 7 Venue for Pre-Bid meeting, Proof of Concept and opening of tenders & address for communication : Karnataka State Council for Science and Technology  
Indian Institute of Science Campus,  
Bengaluru – 560012  
Ph: 080-23341652 (KSCST), Email - [office.kscst@iisc.ac.in](mailto:office.kscst@iisc.ac.in)  
STWD 080-22283366  
Email- [stwelfare@gmail.com](mailto:stwelfare@gmail.com)

Interested eligible registered bidders can download the bid documents by visiting the website <https://eproc.karnataka.gov.in> under Goods and Services Category, Department of IT, BT and ST, Tender **No.6.1.11/KSCST/STWD/ TENDER /223 Dated: 16-08-2021**, Tender title : “10kWp Rooftop Solar PV Power Plant in 47 Residential Schools”

**Sd/**

**Executive Secretary**

Karnataka State Council for Science and Technology  
Indian Institute of Science Campus, Bengaluru – 560012

This page is intentionally left blank

**SECTION 1: INVITATION FOR TENDERS (IFT)**  
**(SHORT TERM TENDER NOTIFICATION)**

IFT No: 6.1.11/ KSCST/ STWD/TENDER/223

Dated: 16-08-2021

KSCST is extending technical expertise to Scheduled Tribes Welfare Department for preparation of tender document, tender hosting and to finalize an eligible and successful L1 bidder.

On behalf of Scheduled Tribes Welfare Department, Bengaluru, **Karnataka State Council for Science and Technology (KSCST), Indian Institute of Science campus, Bengaluru** is hereby inviting tenders from eligible registered bidders of e-procurement portal of Karnataka for the “Design, Supply, Installation, Testing and Commissioning of 10 kWp rooftop Solar PV power plant at 25 Morarji Desai and 22 Kittur Rani Chennamma Residential Schools in Karnataka” with Five (5) years warranty. The bidders shall submit the technical bid and financial bid separately as per Rule 28 of the KTPP Act. The bidders are required to remit Earnest Money Deposit directly to the e-procurement cell as per the provisions of KTPP Act.

The bidders are advised to note the minimum qualification criteria specified in **clause 11** of the Instructions to Tenderers to qualify for award of the contract. Tender documents may be downloaded from Government of Karnataka e-procurement website <https://eproc.karnataka.gov.in/eportal/index.seam> under login for contractors. Tenders must be accompanied by earnest money deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the tender document and shall have to be valid for 45 days beyond the validity of the tender.

The tenders must be electronically submitted within the date and time published in e-procurement portal. The technical bids and financial bids will be opened at prescribed time and date indicated in the e-procurement portal, in presence of the tenderers who wish to attend. If the office happens to be closed on the date of receipt of the tenders as specified, the tenders will be opened on the next working day at the same time and venue. Other details can be seen in the tender documents. The details are as below:

Description	Earnest Money Deposit (Rs. In Lakhs)	Stipulated Period
Design, Supply, Installation, Testing and Commissioning of 10.0 kWp Rooftop Solar PV Power Plant with battery bank, Invertor and Electrical wiring for power supply to the E-learning centers at 25 Morarji Desai and 22 Kittur Rani Chennamma Residential Schools in Karnataka” List of Schools provided in page No. 36 - 38	<b>5.55 Lakhs</b>	<b>180 Days</b>

1. The bidders are advised to note the minimum qualification criteria specified in the tender document to qualify for award of the contract.

2. Tender documents may be downloaded from Government of Karnataka E-Procurement website <https://eproc.karnataka.gov.in/eprocportal/pages/index.jsp?language=kn> under login for Contractors. The tender is published under department: Department of IT, BT and ST, No.6.1.11/KSCST/STWD/ TENDER /223 Dated: 16-08-2021, Tender title : “10kWp Rooftop Solar PV Power Plant in 47 Residential Schools”



3. After login to Contractors, please scroll down to the right-side bottom to see List of Tenders, please click there to find the details of Notice Inviting Tenders (NIT) and download copy of the tender. The tender can be downloaded in the portal as per prescribed date and time published in the portal. Only Interested Contractors who wish to participate should remit online tender processing fee, after registering in the portal. The tender processing fee / transaction fee is non-refundable.
4. Tenders must be accompanied by Earnest Money Deposit specified for the work in the Table below. Earnest Money Deposit shall be paid online through e-Procurement portal. Earnest Money Deposit will have to be in any one of the forms as specified in the E procurement portal and shall have to be valid for 45 days beyond the validity of the tender.
5. Tenders must be electronically submitted (on-line through internet) within the date and time published in e-procurement portal. Bids received from the tenderers will be opened after prescribed time and date in the e-procurement portal, in the presence of the tenderers who wish to attend at the Office of Karnataka State Council for Science and Technology Indian Institute of Science Campus, Bengaluru – 560012, Karnataka, INDIA.
6. Other details can be seen in the tender document.

\* ~ \* ~ \*

### **Introduction:**

The Directorate of Schedule Tribes Welfare, Government of Karnataka proposes to Energize e-learning centres in the proposed residential schools, by installing 10 kWp capacity roof top Solar PV Power Plants with battery bank system.

### **Solar PV Power Plant:**

Solar Rooftop Photovoltaic (SPV) power plant consists of SPV array, Module Mounting Structure, Power Conditioning Unit (PCU) consisting of Maximum Power Point Tracker (MPPT), Inverter, and Controls & Protections, interconnect cables, Junction boxes, Distribution boxes and switches. PV Array is mounted on a suitable structure. Components and parts used in the SPV power plants including the PV modules, metallic structures, cables, junction box, Connectors, switches, PCUs etc., (PCU / Inverter should be programmable for on grid and off grid operation) should conform to the BIS or IEC or international specifications, wherever such specifications are available and applicable.

### **Works and Services:**

Scope of supply & work includes Design, Engineering, Manufacture, Procurement & Supply of equipment and materials; testing at manufacturers works, inspection, packing and forwarding, unloading at site, associated civil works, services, permits, installation and incidentals, erection, testing and commissioning of 10 kWp rooftop Solar PV Power Plant with battery bank, Off-grid Inverter (PCU) and associated equipment scheme, on turnkey basis in KREIS residential schools.

Bidder shall complete the electrical wiring from solar power plant, Inverter output to ACDB near the battery bank and connect the existing grid power supply to the academic building with proper protection units. Separate electrical wiring has to be done at e-learning centre (Class room) for power supply to all Computers (15), Servers (2), Projector, lighting points (4) and additional 4 plug points.

The equipment and materials for 10 kWp Solar PV Power Plant with associated system shall include but not be limited to the Design, Supply, Erection, and Testing & Commissioning of the equipments and sub-systems.

The work shall include Design, Supply, Installation, Testing and commissioning of 10 kWp roof top Solar Photo Voltaic Power Plant and electrical wiring for supply power to the E-learning centers in Residential Schools including Five Years Warranty.

## PART-1

### SCOPE OF WORK

Bidder will be responsible for successful Design, Supply, Installation, Testing and Commissioning of 10 kWp Rooftop Solar PV Power Plant with battery bank, Invertor and Electrical wiring for power supply to the E-learning centers at 25 Morarji Desai and 22 Kittur Rani Chennamma Residential Schools in Karnataka” with five years warranty.

#### The scope of the work shall include:

1. Bidder shall also complete the electrical wiring from solar power plant (PCU) to E-learning centers and the principal room at each of these locations.
2. It may also be noted that in case of contractor backing out in mid-term without any explicit consent of DSTW, the firm/company would automatically be debarred from any further dealing with DSTW and EMD / performance bank guarantee amount shall be forfeited.
3. **Insurance:** Insurance shall be provided for all the equipment and accessories covered under this project, which shall include Physical loss / theft or damages due to rain, wind, flood, fire, etc., and natural calamities for a period of 5 years. Comprehensive Insurance policies to be taken from IRDA (Insurance Regulatory and Development Authority) approved Nationalized Insurance Companies in favor of the head of the respective institutions / Schedule Tribes Welfare Department.
4. **Warranty / Support Services:** The warranty period shall be for 5 years comprehensive warranty (comprehensive maintenance as a part of standard warranty obligation) from the date of satisfactory installation which shall be certified by the school Head Master / Vice Principal.
5. The entire work under shall be performed on turnkey basis. All the works related to the proper installation and functioning of the systems shall have to be carried out by the bidder as per the prices quoted by the bidder.
6. Bidder shall complete the electrical wiring from solar power plant, Inverter output to ACDB near the battery bank and connect the existing grid power supply to the academic building with proper protection units. Separate electrical wiring has to be done at e-learning centre (Class room) for power supply to all Computers (15), Servers (2), Projector, lighting points (4) and additional 4 plug points.
7. After completion of the proposed works, clearances of all temporary works/ materials / debris shall be the sole responsibility of the bidder and this shall be removed immediately after the requirement of such temporary works are completed.
8. General aesthetics & cleanliness with regard to the installation of various systems shall have to be maintained in accordance with the aesthetics of the site.
9. Arrangement of proper earthing mechanism shall be done separately at site as per the requirements.



10. Bidder should provide training on the usage and day to day operation of SPV Power plant, to the in-charge at respective schools and to the personnel of KREIS / Scheduled Tribes Welfare Department at their respective locations as detailed in the technical specifications.
11. The successful bidder has to provide 5% of the order value towards security deposit. This money can be claimed any time after supply and before the warranty period by producing a Performance Bank Guarantee (PBG) for the equal amount valid till the Warranty Period. Bank Guarantee should be furnished by the supplier from any Nationalized Bank valid up to the warranty period plus admissible grace period for processing. The Security Deposit of will be retained after expiry of warranty period and grace period
12. It may also be noted that in case of bidder backing out in mid-term without any explicit consent of Scheduled Tribes Welfare Department, the firm/company would automatically be debarred from any further dealing with Scheduled Tribes Welfare Department and EMD / performance bank guarantee amount shall be forfeited.
13. **Performance Related SLAs:** The bidder shall be liable to be penalized if there is a delay in providing maintenance services during the contract period. Bidders shall repair/ replace/ maintain the equipment immediately and not later than 3 working days after the fault is intimated through e-mail / facsimile / telephone failing which penalty shall be levied as shown below. The Support and Maintenance shall be provided on all working days except Government Holidays and Sundays.
14. A call sheet duly signed by user should be submitted as soft copy to the Scheduled Tribes Welfare Department after successfully attending the call. In case the bidder does not repair/replace the faulty hardware/software devices within 20 days, the Scheduled Tribes Welfare Department reserves the right to forfeit the PBG amount and bidder shall be blacklisted.
15. In case of not completing the work in all respects within stipulated date of completion or extended date of completion, a penalty of Rs. 3,000/- per day per crore of balance work shall be levied with a minimum penalty of Rs. 1,00,000/- per month irrespective of the balance cost.

#### **16. Payment Schedule**

The successful bidder requires to execute a memorandum of agreement (MOA) for the procurement, supply and maintenance of the mentioned requirement in this tender document.

- a. 75% of Hardware / equipment's cost will be released against delivery at site, completion of pre-dispatch inspection, certification of stock by competent authority.
- b. 25% against completion of installation of commissioning, completion of post-installation inspection, certification of commissioning by competent authority.
- c. The Security Deposit of 5% will be retained as a Performance Bank Guarantee till the end of the expiry of warranty period and grace period.

Prior to the supply of the items to the residential Schools, pre-dispatch shall be carried-out by the 3<sup>rd</sup> Party Agency / Authority appointed by the department. The items shall be supplied to the Residential Schools only after the successful certification by the 3<sup>rd</sup> Party Agency / Authority appointed by the Department.

After completion of the installation, post-installation inspection shall be carried-out by the 3<sup>rd</sup> party Agency / Authority appointed by the department and only after the satisfactory working certificate issued by the 3<sup>rd</sup> Party Agency / Authority, the warranty period shall begin and the payments to the bidder shall be processed.

The payment shall be made against submission of following documents i) Commercial invoice in triplicate ii) Satisfactory installation and commissioning duly certified by the Heads of the Institutions / schools and countersigned by 3<sup>rd</sup> Party Agency / Authority identified by the Department. iii) Warranty and Guarantee certificates iv) Stock register extract v) Insurance policies taken in favor of the head of the respective institutions vi) submission of proof of display of Name board and instruction sheet at all the schools.

TDS and any other applicable taxes as per prevailing rates, will be deducted before making the payment.

\* ~ \* ~ \*

## SECTION II: INSTRUCTIONS TO TENDERERS (ITT)

### TABLE OF CLAUSES

<u>Clause No.</u>	<u>Topic</u>	<u>Page No.</u>
<b>A. Introduction</b>		
1.	Cost of Tendering	13
2.	Eligible Tenderers	13
<b>B. Tender Documents</b>		
3.	Contents of Tender Documents	13
4.	Clarification of Tender Documents	13
5.	Amendment of Tender Documents	13
<b>C. Preparation of Tenders</b>		
6.	Language of Tender	14
7.	Documents Constituting the Tender	14
8.	Tender Form	15
9.	Tender Prices	15
10.	Tender Currency	16
11.	Eligibility Criteria and Qualifications	17
12.	Documents to be furnished	18
13.	Earnest Money Deposit	18
14.	Period of Validity of Tenders	21
15.	Format and Signing of Tender	21
<b>D. Submission of Tenders</b>		
16.	Sealing and Marking of Tenders	21
17.	Deadline for submission of Tenders	22
18.	Late Tenders	22
19.	Modification and Withdrawal of Tenders	23
<b>E. Tender Opening and Evaluation of Tenders</b>		
20.	Opening of Tenders by the Employer	23
21.	Clarification of Tenders	23
22.	Preliminary Examination	23
23.	Evaluation and Comparison of Tenders	24
24.	Contacting the Employer	25
<b>F. Award of Contract</b>		
25.	Post-qualification	25
26.	Award Criteria	26
27.	Employer’s Right to Vary Quantities at Time of Award	26
28.	Employer’s Right to Accept any Tender and to Reject any or all Tenders	26
29.	Notification of Award	26
30.	Signing of Contract	26

31.	Performance Security	27
32.	Responsibilities of Bidders and OEM	27
33	Completeness of the contract:	27
34	Protection against risk of obsolescence 25	27
35	Suspension and Cancellation of Contract	28
36	Corrupt or Fraudulent Practices	28
37	Resolution of Disputes 27	29
38	Legal Jurisdiction	30
39	Indemnity	30
40	Publicity	30
41	Incidental Services	30
C	Scope of Work	31
D	Detailed Technical Specifications for 10 kWp Solar PV Power Plant	32
E	List of Schools for installation	38
	Section GCC: General Terms and Conditions of Contract	58
	Section ECC: Erection Conditions of Contract	80

#### ANNEXURES

Annexure 1	: Details of the Bidder and Company registration details	41
Annexure 2	: Financial status of the Firm	42
Annexure 3	: Works executed / experience details	43
Annexure 4	: Registration certificates of Sales Tax/GST, PAN, TAN	44
Annexure 5	: Undertaking on the Non Black-Listed Requirement	44
Annexure 6	: Technical staff details	45
Annexure 7	: Delivery Schedule	46
Annexure 8	: Performance Bank Guarantee formats	48
Annexure 9	: Manufacturers Authorization Form	51
Annexure 10	: Undertaking / Declaration by the Bidder	52
Annexure 11	: Details of service centres in Karnataka	53
Annexure 12	: Contract Form	54
Annexure 13	: Bankers Certificate	55
Annexure 14	: Check List for technical bid	56
Financial Bid	: “Installation of 10 kWp rooftop Solar PV power plant	57

## **A. Introduction**

### **1. Cost of Tendering:**

- 1.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and **The Director, Scheduled Tribes Welfare, Government of Karnataka, Bengaluru**, hereinafter referred to as "the Employer", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.
- 1.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

### **2. Eligible Tenderers**

- 2.1 Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

## **B. The Tender Documents**

### **3. Contents of Tender Documents**

- 3.1 The Tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of its tender.

### **4. Clarification of Tender Documents**

- 4.1 A prospective Tenderer requiring any clarification of the tender documents may notify the Employer through e-procurement portal indicated in the Invitation for Tenders / email. The Employer will respond through e procurement portal for any request seeking clarification about the tender documents, which it receives not later than deadline prescribed by the Employer for seeking clarifications.

### **5. Amendment of Tender Documents**

- 5.1 The Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment based on the queries raised by the bidders, clarifications / corrigendum will be issued after pre-bid meeting.
- 5.2 All prospective tenderers who have received the tender documents will be notified of the amendment through e-procurement portal and will be binding on them.

5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Employer, at its discretion, may extend the deadline for the submission of tenders.

### **C. Preparation of Tenders**

#### **6. Language of Tender**

6.1 The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Employer, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

#### **7. Documents Constituting the Tender**

7.1 The tender prepared by the Tenderer shall comprise the following components:

- (a) A Priced Bill of Quantities online through e-procurement portal, no hardcopy of commercials should be attached or disclosed;
- (b) Documentary evidence established in accordance with ITT Clause that the Tenderer is eligible to Tender and is qualified to perform the contract if its tender is accepted;
- (c) Documentary evidence established in accordance with ITT Clause, the tenderer shall ensure that the tenderer is eligible to supply the goods and ancillary services as per the tender documents; and
- (d) Earnest money deposit furnished in accordance with ITT Clause.

7.2 The bidder is expected to examine all the instructions, terms and conditions, specifications, etc., as mentioned in the tender document. Failure to furnish all information required in the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the bidder risk and is likely to result in out-right rejection of the tender.

7.3 The bidder must clearly indicate the name of the manufacturer, types, model & make of each principal item of equipment proposed to be supplied. The tender may also contain details of specifications and other comprehensive descriptive materials in support of technical specifications. The above information may be provided by the bidder in the form of separate sheets, specifications, catalogues etc. Any tender not containing sufficient descriptive material to describe the proposed equipment may be treated as incomplete and hence may be rejected. Such descriptive materials and specifications submitted by the bidder will be retained by Scheduled Tribes Welfare Department. Any deviations from these will not be permitted during the execution of contract, without specific written permission Scheduled Tribes Welfare Department.

7.4 Validity of the offer should be Six months from the proposed date of opening of the Technical bid. Tenders without this validity will be rejected. In exceptional circumstances, Scheduled Tribes Welfare Department may solicit the consent of the bidder to an extension of the period of validity of the offer. The request and the response there of shall be made in writing.

7.5 The bidder shall submit all the rates in Indian Rupees only, on the format for Financial Bid of the tender document.

7.6 The bidder is suggested to collect all relevant data regarding the proposed place of work/ site, actual prevailing working conditions, availability of required materials and labour and all other information/ data required for proper completion of the proposed work. If required, the tenderer may pre-visit the site before submitting the tender. Scheduled Tribes Welfare Department shall not entertain any request of bidder for clarifications related to the local conditions and shall bear no responsibility in this regard.

## **8. Tender Form**

8.1 As per e-procurement portal.

## **9. Tender Prices**

9.1 The Tenderer shall indicate on the Price Schedule the unit prices and total tender prices of the goods they propose to supply under the Contract. The tenderers should submit tenders for both items individually. However, tenderers shall quote for the complete requirement of goods and services specified under each schedule on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award (Through E-procurement portal only).

9.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a) The price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties and sales and other taxes already paid or payable
- b) On components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or
- c) On the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the- shelf.
- d) Any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
- e) The price for inland transportation, insurance and other local costs incidental to Delivery of the goods to their final destination; and
- f) The price of other incidental services listed in the Special Conditions of Contract.

- 9.3 The Tenderer’s separation of the price components in accordance with ITT Clause 9.2 above will be solely for the purpose of facilitating the comparison of tenders by the Employer and will not in any way limit the Employer’s right to contract on any of the terms offered.
- 9.4 Prices quoted by the Tenderer shall be fixed during the Tenderer’s performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non- responsive and rejected, pursuant to ITT Clause 22.

#### **10. Tender Currency**

Prices shall be quoted in Indian Rupees.



## PART-2 ELIGIBILITY CRITERIA

### 11. Eligibility Criteria and Qualifications:

Bidders who are desirous of bidding shall meet the following criteria:

Sl. No.	Criteria for consideration	Documents / proof
1	The bidder should be a Registered Company as per the companies act /Partnership company having business related to Design, Supply, Installation, Testing and Commissioning of Solar PV plants/ Manufacturers of Solar PV panel / PCU/ Inverter(s) in India for at least 5 years as on 31.03.2021.	Produce the self-attested copy of the following documents Company Registration, PAN Number, GST Registration ISO & if any
2	The Bidder company’s annual average turnover shall be Rs.750 lakhs during last 3 years i.e 2017-18, 2018-19 and 2019-20.	Audited Accounts of the Company for the last 3 financial years.
3	The Bidder should have supplied and installed Ten unit of 10 kWp and above capacity and also Cumulative installation of 940 kWp Solar PV on grid / off grid roof top solar PV power plant installations at any Government Department / Institutions/ Public Sector Undertakings in Karnataka during last three years.	Documentary evidence to support these (Purchase orders, Contracts, work orders, etc.) satisfactory commissioning.
4	Technical Support and Service Centers: The Bidder should have minimum five authorized service centers in Karnataka.	Furnish the address list of authorized service centers and contact details
5	The Bidder should not be blacklisted by Government of Karnataka or its agencies for any reasons whatsoever & The bidder should not be blacklisted by Central / State / UT Government or its agencies for corrupt or fraudulent practices or for indulging in unfair trade practices.	Please refer Annexure 10 of this tender document.

11.1 The tenderer shall furnish, as part of its tender, documents establishing the tenderer’s eligibility to tender (scanned hard copy to be uploaded separately and to comply the task created in the e-procurement portal under general terms and conditions and technical parameters and documents required from tenderer) and its qualifications to perform the contract if its tender is accepted.

11.2 The documentary evidence of the Tenderer's qualifications to perform the contract if its tender is accepted, shall establish to the Employers satisfaction.

(i) The legal status, place of registration and principal place of business of the

company or firm or partnership, etc.

- (ii) Details of experience and past performance of the tenderer on equipment offered and on those of similar nature within the past Five years and details of current contracts in hand and other commitments;

- 11.3 The bidder should be a Registered company / Partnership firm as per the company act in India and shall be in business related to Design, Supply and Installation and Commissioning of on grid and off grid Solar PV power plants in Karnataka for at least 5 years as on 31.03.2021.
- 11.4 “Bidder” shall mean Bidding Company. Any reference to the Bidder includes Bidding Company includes its successors, executors and permitted assigns.
- 11.5 The Tenderer should have valid PAN and GST registration certificate and a copy of same should be substantiated along with the technical bid.
- 11.6 The bidder shall be an established agency having adequate experience in executing these projects in Karnataka State operating for a period of 5 years with respect to the date of tender. (Evidence supported by Purchase Orders and Project completion Certificate).
- 11.7 Those who are black listed in any other Govt. organizations are not eligible.

## **12. Documents to be furnished by the Bidder in technical bid towards Eligibility criteria**

The bidder should furnish all the relevant documents supporting eligibility criteria

- i) The bidder should furnish EMD online through as per the options available
- i. Credit Card /Direct Debit
  - ii. National Electronic Fund Transfer (NEFT)
  - iii. Payment at Bank Counter (e-payment Chelan available on e-portal)

The EMD will be forfeited in case the Bidder Withdraws his tender during the period of tender validity and fails to furnish the security deposit as specified.

## **13. Earnest Money Deposit**

The Agencies / contractor can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes: (For detailed procedures visit procurement portal).Credit Card

- Direct Debit/ Net Banking
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC) payment

**Earnest Money Deposit Exemption:** In case the bidder is registered under NSIC – single point registration, they are eligible for EMD exemption as per the rules. However, the vendor need to upload valid registered certificate with valid date in support of the EMD exemption. Failing which the vendor is liable for disqualification.

### **OTC payment procedure**

If a contractor/Agencies chooses to make payment of EMD/tender processing fees Over The Counter (OTC) in any of the designated Bank branches listed in the e-Procurement web-site ([www.eproc.karnataka.gov.in](http://www.eproc.karnataka.gov.in)), the contractor/Agencies will need to log into e-Procurement system, access the tender for which bid is being created and then select the OTC option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number and the amount to be remitted. Along with the challan, contractor can choose to make the payment either in the form of cash or in the form of Demand Draft. Cheque payments will not be accepted. The contractor is requested to specifically inform the bank officer to input the unique bid reference number printed in the challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16-digit reference number acknowledging the receipt of payment. This 16-digit reference number has to be entered by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission.

### **NEFT payment procedure**

If a contractor/Agencies chooses to make payment of EMD/tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/Agencies will need to log into e-Procurement system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The contractor has to submit the printed challan to its bank-branch (NEFT-enabled) and request for an account-to-account transfer, wherein the money will get transferred from the contractors' bank account to GoK's bank account. The contractor should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and preferably 24 hours before the last date for bid submission. If the contractor's bank transfers/wires the money after the last date for bid submission, the contractor's bid will be liable for rejection. Upon executing the transfer, the contractor's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be entered by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission. Also, the account number from which the funds were transferred have to be entered in the e-Procurement system as part of its bid. The tenderer who wish to make Earnest Money Deposit and Tender processing fee payment through Internet Banking facility may do so. The Department is in no way responsible in case the money is not deposited in the notified central pooling account held at Designated Bank, within the stipulated period. The name of the account and the account number and other details are displayed in the generated challan for the information of the tenderer.

The Agencies/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at Designated Bank EMD amount will have to be submitted by the Agencies/contractor taking into account the following conditions:

- a. EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.’s central pooling account at Designated Bank until the finalization of the Tender.
  - b. The entire EMD amount for a particular tender has to be paid in a single transaction
  - c. For details on e-Payment services refer to e-procurement portal for more details on the process.
  - d. The Bidders shall deposit EMD amount as prescribed in e –procurement portal through E- payment.
- 13.1 The earnest money deposit is required to protect the Employer against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 13.7.
- 13.2 The earnest money deposit shall be denominated in Indian Rupees and shall
- (a) be paid online through e-Procurement portal. Earnest money deposit will have to be in any one of the forms as specified above as in the E procurement portal.
  - (b) be payable promptly upon written demand by the Employer in case any of the conditions listed in ITT Clause 13.7 are invoked;
- 13.3 Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Employer as non-responsive, pursuant to ITT Clause 22.
- 13.4 Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful bidders will be refunded to the respective Bank a/c's of the Agencies/contractor registered in the e-Procurement system. Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible but not later than 30 days.
- 13.5 The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 31, and furnishing the performance security, pursuant to ITT Clause 32.
- 13.6 The tender security may be forfeited:
- (a) If a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or (ii) does not accept the correction of errors pursuant to ITT Clause 22.2; or
  - (b) In case of a successful Tenderer, if the Tenderer fails:
    - (i) To sign the Contract in accordance with ITT Clause 31; or
    - (ii) To furnish performance security in accordance with ITT Clause 32.

#### **14. Period of Validity of Tenders**

- 14.1 Tenders shall remain valid for 180 days after the deadline for submission of tenders prescribed by the Employer, pursuant to ITT Clause 17. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.
- 14.2 In exceptional circumstances, the Employer may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses there to shall be made in writing. The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

#### **15. Format and Signing of Tender**

- 15.1 Tenderer shall submit the Bid electronically before the submission date and time specified in e-procurement portal through e procurement portal only.
- 15.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to bind the tenderer to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initiated by the person or persons signing the tender.
- 15.3 Any interlineations, erasures or overwriting shall be valid only if they are initiated by the persons or persons signing the tender.
- 15.4 The Tenderer shall furnish information as described in the Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender, and to contract execution if the Tenderer is awarded the contract.

#### **D. Submission of Tenders**

#### **16. Sealing and Marking of Tenders**

- 16.1 Tenderer shall submit the Bid electronically before the submission date and time specified in E-procurement portal through e procurement portal only.
- 16.2 **Tender Submission:**

##### **a) First Cover - Technical Bid**

- Annexure 1 : Details of the Bidder & Company Registration  
Annexure 2 : Financial status of the Firm, IT Returns  
Annexure 3 : Works executed / experience details  
Annexure 4 : Registration certificates of Sales Tax/GST, PAN, TAN  
Annexure 5 : Undertaking on the Not Black-Listed Requirement  
Annexure 6 : Technical staff details  
Annexure 7 : Delivery Schedule

- Annexure 8 : Performance Bank Guarantee formats
- Annexure 9 : Manufacturers Authorization Form
- Annexure 10 : Undertaking / Declaration by the Bidder
- Annexure 11 : Details of Service Centers in Karnataka
- Annexure 12 : Contract Form
- Annexure 13 : Bankers Certificate
- Annexure 14 : Check List for technical and commercial bid

- i. The bidder shall upload scanned copies of all the relevant Technical and Other supporting documents towards the pre-qualification criteria prescribed and submit EMD prescribed.
- ii. The scanned copies of each page of the tender shall be signed and seal affixed by the authorized signatory of the tender.
- iii. The Documents against each criterion shall be in the PDF format. The information contained in the documents shall be clear, legible and printable format, in the A4 size.
- iv. In case the documents under single criteria are having multiple pages/files; the same shall be compressed with ZIP/Win RAR format and be uploaded.

The tender inviting authority reserves the right to call for original copies of documents submitted against technical bid if necessary, for cross verification, like Audited Financial Statements, Certificates issued by Chartered accountant / competent authorities and all the other proofs enclosed.

**B. Second Cover – Financial Bid** to be filled online in the e-procurement portal.

#### **17. Deadline for Submission of Tenders**

- 17.1 Tenders must be received by the Employer through e procurement portal only no later than date and time notified in e-procurement portal. However, in online e-procurement system, tenderer shall not be able to submit the bid after the bid submission time and date as the icon or the task in the e-procurement portal will not be available.
- 17.2 The Employer may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITT Clause 5, in which case all rights and obligations of the Employer and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **18. Late Tenders**

- 18.1 In online e-procurement the tenderer shall not be able to submit the bid after the bid submission time and date as per icon or the task at the e-procurement portal will not be available.

#### **19. Modification and Withdrawal of Tenders**

- 19.1 Tender has all the time to modify and correct or upload any relevant document in the portal till dead line for Bid submission date and time, as published in the e-procurement portal. The tenderer may withdraw his tender before the notified last date and time of tender submission.
- 19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITT Clause 16. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of tenders.
- 19.3 No tender may be modified subsequent to the deadline for submission of tenders.
- 19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7.

## **E. Tender Opening and Evaluation of Tenders**

### **20. Opening of Tenders by the Employer**

- 20.1 The Employer will open all the Tenders received in E-PROCUREMENT PORTAL. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.
- 20.2 The Tenderers' names, tender modifications or withdrawals, tender prices, discounts, and the presence or absence of requisite tender security and such other details as the Employer, at its discretion, may consider appropriate, will be announced at the opening. No tender shall be rejected at tender opening, except for late tenders, pursuant to ITT Clause 18.
- 20.3 Tenders (and modifications sent pursuant to ITT Clause 19.2) that are not opened and read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances.
- 20.4 The Employer will prepare minutes of the tender opening.

### **21. Clarification of Tenders**

- 21.1 During evaluation of tenders, the Employer may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted.

### **22. Preliminary Examination**

- 22.1 The Employer will examine the Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender (a) has been digitally signed; and; (b) is substantially responsive to the requirements of the Tender documents.
- 22.2 Where the Tenderer has quoted for more than one schedule, if the tender security

furnished is inadequate for all the schedules, the Employer shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of tender security to be furnished for the schedule included in the tender (offer) in the serial order of the Schedule of Requirements of the Tender document.

- 22.3 The Employer may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.
- 22.4 Prior to the detailed evaluation, pursuant to ITT Clause 23, the Employer will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6). Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Employer's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 22.5 If a tender is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

### **23. Evaluation and Comparison of Tenders**

**The bids are evaluated in 2 phase process as below:**

- First Phase - Evaluated based on Technical Qualification, Eligibility Criteria etc submitted in the Technical Bid
- Second Phase - Evaluated based on Commercial requirement set out in this RFP

#### **Technical Evaluation Conformance**

The Bidders shall be evaluated based on the eligibility criteria in this RFP. Bidders failing to meet the eligibility criteria shall not be considered for Commercial Bid evaluation.

- a. KSCST reserves the right to seek clarifications and additional documentary evidence without affecting the minimum eligibility criteria of the bidders.
- b. Decision of KSCST in the evaluation of the Technical bids shall be final.

#### **Tender Opening and Evaluation**

The procedure of opening of the bid shall be as under:

1. The 'TECHNICAL BID' shall be opened at the time and date mentioned in the notice in the tender by SCHEDULED TRIBES WELFARE DEPARTMENT authorised institution : Karnataka State Council for Science and Technology, Indian Institute of Science Campus, Bengaluru-560012 in the presence of bidders, or their authorized representatives / Online Web meeting.



2. The ‘FINANCIAL BID’ shall be opened after evaluation of technical suitability of the offers. The date for opening of financial bid shall be communicated subsequently. Financial Bid of only those bidders shall be opened who qualify in the technical bid.
3. Any clarification on the technical specification and commercial terms and conditions may be raised prior to pre-bid meeting.
4. Deviation of any commercial terms and condition and technical specification shall not be entertained under no circumstances.
5. All the bidders shall essentially indicate the prices as shown in financial bid.
6. Bidder should quote the rate for Design, Supply, Installation, Testing and Commissioning of 10.0 kWp rooftop Solar PV Power Plant and electrical wiring with 5 years warranty as per the financial bid format.
7. The tender shall be finalized on L1 on the basis of total cost (including applicable tax) for Design, Supply, Installation, Testing and Commissioning of 10.0 kWp rooftop Solar PV Power Plant and electrical wiring & M S Fabrication works with 5 years warranty as per the financial bid format (item 1 to 3).
8. Contract should ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the corresponding bidding document.
9. Before placement of the supply order, an agreement shall be signed between Scheduled Tribes Welfare Department and the successful bidder.
10. Scheduled Tribes Welfare Department reserves all the rights to reject any or all the tenders, accept any tender in total or in part.

#### **24. Contacting the Employer**

- 24.1 Subject to ITT Clause, no Tenderer shall contact the Employer on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 24.2 Any effort by a Tenderer to influence the Employer in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

## **F. Award of Contract**

### **25. Post qualification**

- 25.1 In the absence of prequalification, the Employer will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender meets the criteria specified in ITT Clause and is qualified to perform the contract satisfactorily.
- 25.2 The determination will take into account the Tenderer's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT, as well as such other information as the Employer deems necessary and appropriate.
- 25.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Employer will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

### **26. Award Criteria**

- 26.1 Subject to ITT Clause 28, the Employer will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

### **27. Employer's right to vary Quantities at Time of Award**

- 27.1 The Employer reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

### **28. Employer's right to accept any tender and to reject any or all tenders**

- 28.1 The Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

### **29. Notification of Award**

- 29.1 Prior to the expiration of the period of tender validity, the Employer will notify the successful tenderer in writing by registered letter/email, to be confirmed in writing by registered letter, that its tender has been accepted.
- 29.2 The notification of award will constitute the formation of the Contract.
- 29.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 32, the Employer will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 13.
- 29.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which it's tender was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful Tenderer.

### **30. Signing of Contract**

- 30.1 At the same time as the Employer notifies the successful tenderer that its tender has been accepted, the Employer will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 30.2 Within 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Employer.

### **31. Performance Security**

- 31.1 Within 21 days of the receipt of notification of award from the Employer, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Employer.
- 31.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.3 or ITT Clause 31.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which event the Employer may make the award to the next lowest evaluated Tenderer or call for new tenders.

### **32. Responsibilities of Bidders and OEM**

- 32.1 The Bidder will be solely responsible for terms and conditions of the contract. The responsibility of the Bidder under the contract will be to supply quality product and service support thereafter.
- 32.2 The responsibility of the bidder is to supply brand new and standard products without any damage with its / their installation and commissioning of equipment's. The bidder shall be responsible for delay in supply, installation & commissioning.

### **33. Transfer and Sub-Letting**

The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

### **34. Completeness of the contract:**

- 34.1 The contract will be deemed as incomplete if any component or any documentation / media relating thereto is not delivered, or is delivered but not installed and /or not operational or not acceptable to the indenter/buyer after acceptance testing /examination.
- 34.2 In such an event, the supply and installation will be termed as incomplete and it will not be accepted and the warranty period will not commence. The equipment will be accepted after complete commission and satisfactory functioning of equipment for a minimum period of 30 days and a sign off need to be obtained from the designated officer. The Warranty period will commence only on acceptance (based on acceptance test) of equipment by the indenter/buyer.

### **35. Protection against risk of obsolescence**

Service Support partner/Bidder will make the spare parts for the systems available for a minimum period of five years from the time of acceptance of the system. Thereafter, Service Support partner will give at least twelve months' notice prior to discontinuation

of support services, so that the Indenter/buyer may order its requirements of the spares, if he so desires. If any of the components are not available or difficult to procure, or the procurement is likely to be delayed for replacement, if required, the replacement shall be carried out with state of the art technology equipment of equivalent or higher capacity, at no additional charges to the Indenter/buyer or Tendering authority.

During the validity period of the order, if any of the machines /parts becomes unavailable in the market, the bidder will be bound to supply the next higher version/configuration /family of the machines /parts at the same price at which the rate contract is fixed.

### **36. Suspension and Cancellation of Contract**

- a) The bid of the Bidder shall be suspended and the Bidder may be blacklisted forthwith by the DSTW / KSCST without issuing notice on any of the following circumstances/reasons:
  - i. On finding deviation in technical specification in the supplied product, or
  - ii. Violation of any condition of the tender/ contract or part of any condition of the tender contract, or
  - iii. Deviation found in quality and quantity of the product supplied, or
  - iv. If it is found that during the process of award of contract, fraudulence was made by the bidder or the bidder if found to resort to the fraudulent practice in getting supply order like offering incentive in terms of free product or money.
- b) As stopping the supply of faulty/ substandard product and taking appropriate action in this regard is of an urgent and emergent nature required to protect the interest of the Government, the Contract of the concerned will be first suspended without issuing any notice. However, before taking the final decision on the matter, all concerned will be given reasonable opportunities to explain their stand. After enquiry, if the bidder is found guilty, the Contract of the concerned bidder for the product in question will be cancelled and other appropriate legal action shall also be initiated against all concerned.

### **37. Corrupt or Fraudulent Practices**

37.1 The Government (Purchaser) requires that Tenderers / Agencies / Contractors observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government.

- (a) Defines, for the purposes of this provision, the terms set forth as follows:
  - (i) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract, procurement process or in contract execution; In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.
  - (ii) “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 Tenderers (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;

- (iii) “Collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) “Unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;
- (vi) The Purchaser will suspend the award of contract if prima-facie it is established that the bidder had engaged in corrupt or fraudulent practices in competing for the contract in question.
- (vii) The Purchaser will declare a Tenderer ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the Bidder has engaged in corrupt and fraudulent **practices** in competing for, or in executing, a contract.

38 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 23.1 of the General Conditions of Contract.

### **38. Resolution of Disputes**

- 39.1 The Executive Secretary, Karnataka State Council for Science and Technology (KSCST) has invited the bids on behalf of The Director, Schedule Tribes Welfare (DSTW), Department of Social Welfare, Government of Karnataka through E-procurement portal. If the bidder(s) is desirous to submit an appeal relating to the e-procurement process, may address the appeal to the appellate Authority i.e., Secretary, Karnataka State Council for Science and Technology (KSCST).
- 39.2 The Bidder shall indemnify the department against all third party claims arising out of a court order or arbitration award for infringement of patent, trademark/ copyright arising from the use of the supplied services or any part thereof. In the event of any dispute or differences arising under these conditions or any special conditions of the contract, the same shall be referred to a committee constituted by the Government. The decision of the committee will be final and the same shall be binding on all parties.
- 39.3 In case either party is not satisfied with the decision of the above committee, they can institute arbitration proceedings as per Indian Arbitration and reconciliation Act, 1996, after a 30 day notice period. Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the Arbitration Center, Karnataka (domestic and international) rules 2012, by one or more Arbitrators

appointed in accordance with its rules. Arbitration proceedings shall be held in Bangalore and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. The courts of India in Karnataka will have exclusive jurisdiction to determine any proceeding in relation to this Contract.

39.4 For complete details, please refer to the circular issued by the Principal Secretary Law Department vide No LAW 273 LAC 2012 (p) dated 10/01/2014.

### **39. Legal Jurisdiction**

All legal disputes are subject to the jurisdiction of Civil Courts, Bangalore only.

### **40. Indemnity**

Bidder shall indemnify, protect and save the Indenter/ buyer against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respects of all the hardware and software supplied by him.

### **41. Publicity**

Any publicity by the bidder in which the name of KSCST/ DSTW/Indenter/buyer is to be used should be done only with the explicit written permission of the Indenter/buyer.

Furthermore, Tenderers shall be aware of the provision stated in sub-clause 4.4 and sub-clause 23.1 of the General Conditions of Contract.

### **42. Incidental Services**

The Agency may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a) Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
- b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Agency of any warranty obligations under this Contract; and
- e) Training of the Purchaser's personnel, at the Agency's plant and/or on-site, in assembly, start-up, operation maintenance and/or repair of the supplied Goods.

\* ~ \* ~ \*

### C. SCOPE OF WORK

**Name of the work:** Design, Supply, Installation, Testing and Commissioning of 10 kWp Rooftop Solar PV Power Plant with battery bank, Invertor and Electrical wiring for power supply to the E-learning centers at 25 Morarji Desai and 22 Kittur Rani Chennamma Residential Schools in Karnataka” including five years warranty.

SI No	Description
1	Design, Supply, Installation, Testing and Commissioning of 10 kWp Rooftop Solar PV Power Plant with battery bank of minimum 120 Volts 200 AH (equivalent to 2400 VAH capacity), Solar off-grid Invertor and Electrical wiring for power supply to the E-learning centers with five years warranty including applicable tax, packing, forwarding, transportation, installation at site and insurance on turnkey basis as defined in scope of technical specifications.
2	<u>Electrical Work</u> Complete electrical wiring from solar power plant, Inverter output to ACDB near the battery bank and connect the existing grid power supply to the academic building with proper protection units. Separate electrical wiring has to be done at e-learning centre (inside the class room) for power supply to all Computers (15), Servers (2), Projector, lighting points (4) and additional 4 plug points.as per the requirements and site condition.
3	Fabrication and fixing of MS structure and gate (approximate 150 kgs) with lock system for safety of inverter and battery bank.

## D. DETAILED TECHNICAL SPECIFICATIONS

Proposed Solar Photovoltaic (SPV) power plant consists of SPV array, Module Mounting Structure, Battery bank, Power Conditioning Unit (PCU), Controls & Protections, Interconnect cables and switches. PV Array is mounted on a suitable structure. The SPV power plant should be designed to charge the battery bank, and support the dedicated load to E-learning centers at residential Schools. The SPV power plants including the PV modules, metallic structures, cables, junction box, switches, PCUs etc., should conform to the BIS or IEC or international specifications, wherever such specifications are available and applicable.

### I. Solar PV Modules

- Poly Crystalline / Mono Crystalline silicon modules 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-2- requirements for construction & Part 2 – requirements for testing, for safety qualification or equivalent IS.
- For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701/IS 61701
- The total Solar PV array capacity should not be less than allocated capacity as per BOQ and should comprise of Solar PV modules each of 300 Wp and above.
- Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.
- SPV modules must be tested and approved by one of the IEC authorized test centers; PV modules manufactures shall provide the IES authorized test certificates.
- The module frame shall be made of corrosion resistant materials.
- The bidder shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his bid
- Each PV module must have indicate the RF identification tag (RFID), which must contain the following information in SPV panels.
  - a) Name of the manufacturer of Module
  - b) Name of the manufacturer of Solar cells
  - c) Month and year of the manufacturing (separately for solar cells and module)
  - d) Country of origin (separately for solar cells and module)
  - e) I-V curve of each module
  - f) Peak Wattage,  $I_m$ ,  $V_m$  and FF of each module
  - g) Unique Serial Number and Model Number of each module
  - h) Date and year of obtaining IEC PV module qualification certificate
  - i) Name of the test laboratory issuing IEC certificate



Other general requirement for the SPV modules and subsystems shall be the Following:

- a) The rated output power of any supplied module shall have tolerance of +/- 3%.
- b) The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series connected modules) shall not vary by more than 2 (two) per cent from the respective arithmetic means for all modules and/or for all module strings, as the case may be.
- c) IV curves at STC should be provided by bidder.
- d) Other relevant information on traceability of solar cells and module as per ISO 9001 & ISO14001 OR International Standards.

**Warranties for SPV Module:**

**a) Material Warranty:**

- The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a period not less than five (05) years from the date of sale to the original customer ("Customer")
- Defects and/or failures due to manufacturing
- Defects and/or failures due to quality of materials
- Non-conformity to specifications due to faulty manufacturing and/or inspection processes. If the solar Module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s), at the owner's sole option.

**b) Performance Warranty:**

- The predicted electrical degradation of power generated by SPV modules not exceeding 20% of the minimum rated power over the 25 year period and not more than 10% after ten years period of the full rated original output.

**II. Module Mounting Structure:**

- The structure shall be designed in accordance with the latitude of the place of installation. The array mounting structure shall be designed to allow easy replacement of any module and shall be in line with site requirement. Structure shall be designed for simple mechanical and electrical installation. It shall support SPV modules at a given orientation, absorb and transfer the mechanical loads to the ground properly.
- The array structure shall have tilt arrangement to adjust the plane of the solar array for optimum tilt.
- The array structure shall be made of hot dip galvanized MS angles/anodized aluminum of size not less than 50 mm x 50 mm x 6 mm size. The minimum thickness of galvanization shall be at least 80 microns. All nuts & bolts shall be made of very

good quality stainless steel. The minimum clearance of the lowest part of the module structure and the developed ground level shall not be less than 300 mm.

- Leg assembly of module mounting structure made of different diameter galvanized tubes are accepted. The work should be completed with supply, fitting fixing of clamps, saddles, nut & bolts etc. While quoting the rate, the contractor may mention the design & type of structure offered. All nuts & bolts shall be made of very good quality stainless steel.
- The array structure shall be so designed that it will occupy minimum space without sacrificing the output from SPV panels at the same time it will withstand wind speed up to maximum of 150 km/hr.

### **III. Battery Bank:**

- Required Battery Bank capacity should be 240 Volts 100 AH (equivalent to 24000 VAH capacity) Tall tubular battery conforming to IS 16270, IEC- 61427 & IS-1651 /IS 13369 standards low maintenance, stationery at C/10 rate, Approved by MNRE / empanelled with Government of Karnataka. Battery Bank shall be staged in racks duly painted with acid resistant paint to cover less space

### **IV. Junction Boxes:**

- The junction boxes are to be provided in the PV array for termination of connecting cables. The J. Boxes (JBs) shall be made of GRP/FRP/Powder Coated Aluminum /cast aluminum/M.S alloy with full dust, water & vermin proof arrangement. All wires/cables must be terminated through cable lugs. The JB's shall be such that input & output termination can be made through suitable cable glands.
- Each Junction Box shall have High quality Suitable capacity Metal Oxide Varistors (MOVs) / SPDs, suitable Reverse Blocking Diodes. The Junction Boxes shall have suitable arrangement monitoring and disconnection for each of the groups.

### **V. Solar Inverter:**

As SPV array produce direct current electricity, it is necessary to convert this direct current into alternating current and adjust the voltage levels to match the grid voltage. Conversion shall be achieved using an electronic Inverter and the associated control and protection devices. All these components of the system are termed the “Off-grid Inverter. The Off-grid Inverter should be operation including MPPT, charge controller and synchronizing facility at 415V, 50Hz. The Off-grid Inverter combines both function- it can power a live AC grid and it can also charge a Battery bank, and take power from the bank to generate AC, to provide local power during a utility outage and also to take advantage of variable tariffs. In addition, the PCU shall an interface between Solar PV array & the Inverter, to the power conditioning unit/ inverter should also charging the battery bank and supply the power during the grid power supply cut off.

**The Off-grid Inverters should as per IEC certification and approved by MNRE / Government of Karnataka.**

<b>Technical Specifications of Off-grid Inverter</b>	
Capacity	10 KVA
Nominal AC Output	415V, 50 Hz, 3 Phase
Output Waveform	Pure sine wave
Nominal DC Voltage	240V DC
Operating Temperature	-10°C to 50°C
Efficiency at 100% load	> 95%
<b>Standards</b>	
Energy Efficiency	IEC 61683; 1999
Environmental	IEC 60068 - 2 ( 1, 2, 14, 30 )
Safety	IEC/EN 62109-1 : 2010, IEC/EN 62109.2 : 2011, IEC 60529
Grid connectivity / Utility Interface	IEC 61727: 2004
EMC	EN 61000-6-1 : 2007, EN 61000-3-2 : 2006 + A1 : 2009 + A2 : 2009, EN 61000-6-3 : 2007 and EN 61000-3-3 : 2008

#### **VI. Distribution Board**

- DC distribution box (DCDB) shall be provided in between PCU and Solar Array. It should be equipped with suitable rating of DC isolators for solar input from array junction box and fuse of suitable rating between PCU and battery. AC distribution board should comply with IP 21 as per IEC529 and should be equipped with suitable rating of MCB between PCU and load. All switches, circuit breakers and connectors should comply with IEC 60947/IS 60947. It shall have meters for measuring Array voltage and Array current.

#### **VII. AC Distribution Panel Board**

- AC Distribution Panel Board (DPB) shall control the AC power from PCU/ inverter, and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar or at the load point.
- All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS60947 part I, II and III.
- The changeover switches, cabling work should be undertaken by the bidder as part of the project.

#### **VIII. Earthing**

Each array structure of the SPV yard needs be grounded properly using adequate number of earthing kits. Each kit will contain super earth mixture and galvanized clamp

and Copper rod. All metal casing/shielding of the plant will be thoroughly grounded in accordance with Indian Electricity Act/IE rules. Each Resistance should be tested after earthing by calibrated earth tester. The Bidder shall make testing arrangements. The earthing pit shall have to be made as per IS: 3043. All the array structures, equipment's & control systems will be connected to the earth. Two earthing points is required, one for Solar PV panels, Inverter, Battery bank and another earthing point for E- learning center electrical wiring.

**IX. Cables & Accessories**

- All cables will be of copper as per ISI and should be of 650V/1.1 KV grade as per requirement. All connections are properly made using suitable connector/lug/terminal crimped with use of suitable proper cable glands. The size & type of cables/wires are chose; 2n considering the line loses, maximum load on line, keeping cable drop within permissible limit and other related factors.

**X. Lightning Protection:**

- The SPV power plants shall be provided with lightning & overvoltage protection. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc. The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors. Lightning protection should be provided as per IEC standard. The protection against induced high-voltages shall be provided by the use of metal oxide varistors (MOVs) and suitable earthing such that induced transients find an alternate route to earth.

**Drawings & Manuals:**

- The Contractor shall furnish the two sets of Engineering & Electrical drawings, O&M manuals are to be supplied. The agency shall provide complete technical data sheets for each equipment giving details of the specifications along with make/makes in their offer along with basic design of the power plant and power evacuation, synchronization along with protection equipment.
- Schematic drawing showing the requirement of SPV panel, Power conditioning Unit (inverter), Junction Boxes, AC and DC Distribution Boards, Energy meters etc.
- Structural drawing along with foundation details for the structure.

**Planning and Designing:**

The Agency should carry out shadow analysis at the site and accordingly design strings & arrays layout considering optimal usage of space, material and labour. The Agency should submit the array layout drawings along with shadow analysis report for approval.

**Safety measures:**

The Agency shall take entire responsibility for electrical safety of the installation(s) including connectivity with the grid and follow all the safety rules & regulations applicable as per Electricity Act, 2003 and CEA guidelines etc.

Bidder should provide the sufficient quantity of fire safety equipment’s in the control room and display the danger board wherever necessary.

**Bidder should execute the electrical works through a licensed Electrical Contractor only**

**Standards:**

IS : 12834 : 1989 (reaffirmed 2000)	Solar Photovoltaic Energy Systems-Terminology
IEC : 61215 Ed 2 or Latest	Crystalline silicon terrestrial photovoltaic (PV) modules-Design qualification and type approval
IEC : 60904-I (2006)	Photovoltaic Devices-Part-I: Measurement of Photovoltaic current– Voltage Characteristic
IS : 9000	Basic environmental testing procedure for Electronic and electrical items
IS : 9000	Safety Guidelines for grid connected photovoltaic systems mounted on the buildings
IEC 60364-4-41	Protection against electric shock
IEC 61730	PV Module Safety Qualification
PV Module Safety Qualification IEC 61701	Resistance to Salt mist and corrosion
UL 1703	Comply with the National Electric Code (NEC), OSHA and National Fire Prevention Association.

**Preferred Make / Model /Standards**

SI No	Description	Make
1	Solar PV Panels	MNRE Approved / IEC Certified manufacturers
2	AJB *	Cape Electric/ Hensel/ Greensol/Equivalent
3	Solar inverter	I E C Certified / approved by MNRE
4	Module Mounting Structure	IS Standard Make
5	Batteries : Preferred Make/ Model /Standards	IEC Certified, E-Governance, Govt. of Karnataka empaneled/ MNRE approved Make : Shakthi / Exide/ ABB/ NED/ Primetech/ Reliecell
6	ACDB/DCDB*	Studder / ABB/ Power-one / Equivalent
7	Cables & Accessories	Ravi cab/Polycab/ Havells/ Equivalent
8	System EARTHING	As per the IS standard
9	Lightning Arrestor	AS per the IS standard
10	Other Accessories necessary to complete the project	As per the IS standard

Note: If any changes required on the above specifications due to site conditions, prior approval shall be obtained from the competent authorities.

**LIST OF SCHOOLS FOR INSTALLATION OF 10 KWP ROOFTOP SOLAR PV POWER  
PLANT AT 25 MORARJI DESAI AND 22 KITTUR RANI CHENNAMMA  
RESIDENTIAL SCHOOLS –(47 SCHOOLS IN KARNATAKA)**

**Note: The place of school may change and exact schools list will be provided at  
the time of installation.**

<i>ಕರ್ನಾಟಕ ವಸತಿ ಶಿಕ್ಷಣ ಸಂಸ್ಥೆಗಳ ಸಂಘ, ಬೆಂಗಳೂರು</i>					
<i>ಸ್ವಂತ ಕಟ್ಟಡದಲ್ಲಿರುವ ಮೊರಾರ್ಜಿ ದೇಸಾಯಿ ವಸತಿ ಶಾಲೆಗಳ ಜಿಲ್ಲಾವಾರು/ ವರ್ಗವಾರು ವಿವರ</i>					
ಕ್ರ. ಸಂ.	ಜಿಲ್ಲೆ	ತಾಲ್ಲೂಕು	ಸ್ಥಳ	ವರ್ಗ	ಶಾಲೆಯ ಕೋಡ್ ಸಂಖ್ಯೆ
1	ರಾಮನಗರ	ರಾಮನಗರ	ಮೊರಾರ್ಜಿ ದೇಸಾಯಿ ವಸತಿ ಶಾಲೆ, ಹುಣಸೆದೊಡ್ಡಿ, ರಾಮನಗರ	ಪ.ವರ್ಗ	17
2	ಚಿತ್ರದುರ್ಗ	ಮೊಳಕಾಲ್ಮೂರು	ಮೊರಾರ್ಜಿ ದೇಸಾಯಿ ವಸತಿ ಶಾಲೆ, ಮೊಳಕಾಲ್ಮೂರು (ಸೂಲೇನಹಳ್ಳಿ)	ಪ.ವರ್ಗ	28
3	ಚಿತ್ರದುರ್ಗ	ಹೊಳಲ್ಕೆರೆ	ಮೊರಾರ್ಜಿ ದೇಸಾಯಿ ವಸತಿ ಶಾಲೆ, ಬೊಮ್ಮನಕಟ್ಟೆ	ಪ.ವರ್ಗ	29
4	ಚಿತ್ರದುರ್ಗ	ಹಿರಿಯೂರು	ಮೊರಾರ್ಜಿ ದೇಸಾಯಿ ವಸತಿ ಶಾಲೆ, ಹಿರಿಯೂರು (ದೇವರಕೊಟ್ಟೆ)	ಪ.ವರ್ಗ	34
5	ಚಿತ್ರದುರ್ಗ	ಹೊಳಲ್ಕೆರೆ	ಮೊರಾರ್ಜಿ ದೇಸಾಯಿ ವಸತಿ ಶಾಲೆ, ಚಿತ್ರಹಳ್ಳಿ, ಹೊಳಲ್ಕೆರೆ ತಾಲ್ಲೂಕು, ಚಿತ್ರದುರ್ಗ ಜಿಲ್ಲೆ	ಪ.ವರ್ಗ	100
6	ಕೋಲಾರ	ಮಾಲೂರು	ಮೊರಾರ್ಜಿ ದೇಸಾಯಿ ವಸತಿ ಶಾಲೆ, ರಾಜೇನಹಳ್ಳಿ, ಮಾಸ್ತಿ ಹೋಬಳಿ	ಪ.ವರ್ಗ	144
7	ಕೋಲಾರ	ಕೋಲಾರ	ಮೊರಾರ್ಜಿ ದೇಸಾಯಿ ವಸತಿ ಶಾಲೆ, ವೇಮಗಲ್, ಶೀಂಗೇಹಳ್ಳಿ	ಪ.ವರ್ಗ	153
8	ತುಮಕೂರು	ಕೊರಟಗೆರೆ	ಮೊರಾರ್ಜಿ ದೇಸಾಯಿ ವಸತಿ ಶಾಲೆ, ಹೊಳವನಹಳ್ಳಿ, (ಕಾಶಪುರ)	ಪ.ವರ್ಗ	75
9	ದಾವಣಗೆರೆ	ಹರಪ್ಪನಹಳ್ಳಿ	ಮೊರಾರ್ಜಿ ದೇಸಾಯಿ ವಸತಿ ಶಾಲೆ, ಕನ್ನನಾಯಕನಹಳ್ಳಿ	ಪ.ವರ್ಗ	103
10	ದಾವಣಗೆರೆ	ದಾವಣಗೆರೆ	ಮೊದೇಶಾ ವಠೇರಹಳ್ಳಿ, ದಾವಣಗೆರೆ ತಾ   ಮತ್ತು ಜಿಲ್ಲೆ.	ಪ.ವರ್ಗ	95
11	ಮೈಸೂರು	ಹೆಚ್.ಡಿ.ಕೋಟೆ	ಮೊದೇಶಾ, ಕೆ.ಬೆಳತ್ತೂರು, ಹೆಚ್.ಡಿ.ಕೋಟೆ, ಮೈಸೂರು ಜಿಲ್ಲೆ	ಪ.ವರ್ಗ	117
12	ಮೈಸೂರು	ಹುಣಸೂರು	ಮೊರಾರ್ಜಿ ದೇಸಾಯಿ ವಸತಿ ಶಾಲೆ, ಹುಣಸೂರು (ಧರ್ಮಾಪುರ)	ಪ.ವರ್ಗ	109

**“Installation of 10 kWp rooftop Solar PV power plant at 25 Morarji Desai and  
22 Kittur Rani Chennamma Residential Schools in Karnataka”**

13	ಮೈಸೂರು	ಪಿರಿಯಾಪಟ್ಟಣ	ಮೊರಾರ್ಜಿ ದೇಸಾಯಿ ವಸತಿ ಶಾಲೆ, ಕಗ್ಗುಂಡಿ ಪಿರಿಯಾಪಟ್ಟಣ	ಪ.ವರ್ಗ	110
14	ಚಿಕ್ಕಮಗಳೂರು	ಚಿಕ್ಕಮಗಳೂರು	ಮೊರಾರ್ಜಿ ದೇಸಾಯಿ ವಸತಿ ಶಾಲೆ, ಸಿಂಧಿಗೇರೆ, ಚಿಕ್ಕಮಗಳೂರು ತಾ	ಪ.ವರ್ಗ	128
15	ಚಾಮರಾಜನಗರ	ಗುಂಡ್ಲುಪೇಟೆ	ಮೊದೇಶಾ ಹಂಗಳ, ಗುಂಡ್ಲುಪೇಟೆ ತಾ., ಚಾಮರಾಜನಗರ ಜಿಲ್ಲೆ	ಪ.ವರ್ಗ	196
16	ಬೆಳಗಾಂ	ಗೋಕಾಕ್	ಮೊರಾರ್ಜಿ ದೇಸಾಯಿ ವಸತಿ ಶಾಲೆ, ಗೋಕಾಕ್ (ರಾಜನಕಟ್ಟೆ)	ಪ.ವರ್ಗ	227
17	ಬೆಳಗಾವಿ	ಚಿಕ್ಕೋಡಿ	ಮೊರಾರ್ಜಿ ದೇಸಾಯಿ ವಸತಿ ಶಾಲೆ, ಪಟ್ಟಣಕುಡಿ	ಪ.ವರ್ಗ	553-
18	ಬೆಳಗಾವಿ	ಬೆಳಗಾವಿ	ಮೊರಾರ್ಜಿ ದೇಸಾಯಿ ವಸತಿ ಶಾಲೆ, ಹಾಲಾಬಾವಿ	ಪ.ವರ್ಗ	235
19	ಬಳ್ಳಾರಿ	ಶಿರಗುಪ್ಪ	ಮೊರಾರ್ಜಿ ದೇಸಾಯಿ ವಸತಿ ಶಾಲೆ, ಶಿರಗುಪ್ಪ (ಸಿರಗೇರಿ,ಕೆಂಚನಗುಡ್ಡ)	ಪ.ವರ್ಗ	338
20	ಬಳ್ಳಾರಿ	ಸಂಡೂರು	ಮೊದೇಶಾ ಬನ್ನಿಹಟ್ಟಿ, ಸಂಡೂರು ತಾ. ಬಳ್ಳಾರಿ ಜಿಲ್ಲೆ	ಪ.ವರ್ಗ	341
21	ಬಳ್ಳಾರಿ	ಸಂಡೂರು	ಮೊದೇಶಾ, ಸಂಡೂರು (ಬಂಡ್ಡಿ), ಬಳ್ಳಾರಿ ಜಿಲ್ಲೆ,	ಪ.ವರ್ಗ	336
22	ಬಳ್ಳಾರಿ	ಹಡಗಲಿ	ಮೊರಾರ್ಜಿ ದೇಸಾಯಿ ವಸತಿ ಶಾಲೆ, ಗಿರಿಯಾಪುರಮಠ	ಪ.ವರ್ಗ	339
23	ಕೊಪ್ಪಳ	ಯಲ್ವುರ್ಗ	ಮೊರಾರ್ಜಿ ದೇಸಾಯಿ ವಸತಿ ಶಾಲೆ, ಹಿರೇವಂಕಲಗುಂಟಾ	ಪ.ವರ್ಗ	379
24	ಬಳ್ಳಾರಿ	ಹಗರಿಬೊಮ್ಮನಹಳ್ಳಿ	ಮೊರಾರ್ಜಿ ದೇಸಾಯಿ ವಸತಿ ಶಾಲೆ, ತಂಬ್ರಹಳ್ಳಿ	ಪ.ವರ್ಗ	617
25	ರಾಯಚೂರು	ಸಿಂಧನೂರು	ಮೊರಾರ್ಜಿ ದೇಸಾಯಿ ವಸತಿ ಶಾಲೆ, ಉಮಲೂಟಿ	ಪ.ವರ್ಗ	386

**ಕರ್ನಾಟಕ ವಸತಿ ಶಿಕ್ಷಣ ಸಂಸ್ಥೆಗಳ ಸಂಘ, ಬೆಂಗಳೂರು**

**ಸ್ವಂತ ಕಟ್ಟಡದಲ್ಲಿರುವ ಕಿತ್ತೂರು ರಾಣಿ ಚೆನ್ನಮ್ಮ ವಸತಿ ಶಾಲೆಗಳ ಜಿಲ್ಲಾವಾರು/ ವರ್ಗವಾರು ವಿವರ.**

ಕ್ರ. ಸಂ.	ಜಿಲ್ಲೆ	ತಾಲ್ಲೂಕು	ಸ್ಥಳ	ವರ್ಗ	ಶಾಲೆಯ ಕೋಡ್ ಸಂಖ್ಯೆ
1	ಚಿತ್ರದುರ್ಗ	ಚಳ್ಳಕೆರೆ	ಕಿತ್ತೂರು ರಾಣಿ ಚೆನ್ನಮ್ಮ ವಸತಿ ಶಾಲೆ, ಯರ್ರೇನ ಹಳ್ಳಿ ಮೊಣಕಲ್ಲೂರು	ಪ.ವರ್ಗ	395
2	ಚಿತ್ರದುರ್ಗ	ಚಳ್ಳಕೆರೆ	ಕಿತ್ತೂರು ರಾಣಿ ಚೆನ್ನಮ್ಮ ವಸತಿ ಶಾಲೆ, ಚಳ್ಳಕೆರೆ	ಪ.ವರ್ಗ	396
3	ಚಿಕ್ಕಬಳ್ಳಾಪುರ	ಗೌರಿಬಿದನೂರು	ಕಿತ್ತೂರು ರಾಣಿ ಚೆನ್ನಮ್ಮ ವಸತಿ ಶಾಲೆ, ಲಕ್ಷ್ಮೀಪುರ ಕ್ರಾಸ್, ಮನಿವಾಲ	ಪ.ವರ್ಗ	405
4	ತುಮಕೂರು	ಶಿರಾ	ಕಿರಾಚಿ ವಸತಿ ಶಾಲೆ, ಭುವನಹಳ್ಳಿ, ಶಿರಾ ತಾ	ಪ.ವರ್ಗ	414
5	ದಾವಣಗೆರೆ	ಜಗಳೂರು	ಕಿ.ರಾ.ಚಿ., ಜಗಳೂರು, ಜಗಳೂರು (ಉದ್ದಗಘ್)	ಪ.ವರ್ಗ	419

“Installation of 10 kWp rooftop Solar PV power plant at 25 Morarji Desai and  
22 Kittur Rani Chennamma Residential Schools in Karnataka”

6		ಹರಪ್ಪನಹಳ್ಳಿ	ಕಿ.ರಾ.ಚಿ.ವ.ಶಾ. ಮಾಚೀಹಳ್ಳಿ, ಹರಪ್ಪನಹಳ್ಳಿ ತಾಲ್ಲೂಕು ದಾವಣಗೆರೆ ಜಿಲ್ಲೆ.	ಪ.ವರ್ಗ	418
7	ಮೈಸೂರು	ನಂಜನಗೂಡು	ಕಿರಾಚಿ, ಹುರಾ, ನಂಜನಗೂಡು ತಾ, ಮೈಸೂರು ಜಿಲ್ಲೆ,	ಪ.ವರ್ಗ	425
8	ಬೆಳಗಾಂ	ಸೌದತ್ತಿ	ಕಿರಾಚಿ, ಸವದತ್ತಿ, (ಕೊಟೂರು), ಸವದತ್ತಿ ತಾ  , ಬೆಳಗಾವಿ ಜಿಲ್ಲೆ	ಪ.ವರ್ಗ	447
9		ಗೋಕಾಕ್	ಕಿರಾಚಿ ಶಾಲೆ, ಖಾಂಗಾವ್, ಗೋಕಾಕ್ ತಾಲ್ಲೂಕು,	ಪ.ವರ್ಗ	446
10		ಹುಕ್ಕೇರಿ	ಕಿರಾಚಿ ಶಾಲೆ, ಕ್ಯಾರಗುಡ್ಡ ಹುಕ್ಕೇರಿ ತಾ	ಪ.ವರ್ಗ	448
11	ಧಾರವಾಡ	ಕುಂದಗೋಳ	ಕಿತ್ತೂರು ರಾಣಿ ಚೆನ್ನಮ್ಮ ವಸತಿ ಶಾಲೆ, ಬೆಟದೂರು,	ಪ.ವರ್ಗ	456
12	ಗದಗ	ಶಿರಹಟ್ಟಿ	ಕಿತ್ತೂರು ರಾಣಿ ಚೆನ್ನಮ್ಮ ವಸತಿ ಶಾಲೆ, ಶಿರಹಟ್ಟಿ	ಪ.ವರ್ಗ	466
13	ಹಾವೇರಿ	ಬ್ಯಾಡಗಿ	ಕಿತ್ತೂರು ರಾಣಿ ಚೆನ್ನಮ್ಮ ವಸತಿ ಶಾಲೆ, ಬ್ಯಾಡಗಿ	ಪ.ವರ್ಗ	472
14	ಹಾವೇರಿ	ಹಿರೆಕೆರೂರು	ಕಿತ್ತೂರು ರಾಣಿ ಚೆನ್ನಮ್ಮ ವಸತಿ ಶಾಲೆ, ಹಿರೆಕೆರೂರು ತಾ	ಪ.ವರ್ಗ	473
15	ಯಾದಗಿರಿ	ಶಹಪುರ	ಕಿತ್ತೂರು ರಾಣಿ ಚೆನ್ನಮ್ಮ ವಸತಿ ಶಾಲೆ, ಶಹಪುರ, ಬೇವಿನಹಳ್ಳಿಕ್ರಾಸ್	ಪ.ವರ್ಗ	481
16		ಸುರಪುರ	ಕಿತ್ತೂರು ರಾಣಿ ಚೆನ್ನಮ್ಮ ವಸತಿ ಶಾಲೆ, ರಾಜನ ಕೊಲ್ಲೂರು, ಸುರಪುರ ತಾ	ಪ.ವರ್ಗ	482
17	ಬಳ್ಳಾರಿ	ಸಂಡೂರು	ಕಿರಾಚಿ, ವಡ್ಡನಕಟ್ಟೆ, ಸಂಡೂರು ತಾಲ್ಲೂಕು	ಪ.ವರ್ಗ	485
18		ಸಂಡೂರು	ಕಿರಾಚಿ ಶಾಲೆ, ತೆಕ್ಕಲಕೋಟೆ (ನಡವಿ), ಶಿರಗುಪ್ಪ ತಾ	ಪ.ವರ್ಗ	486
19	ರಾಯಚೂರು	ದೇವದುರ್ಗ	ಕಿರಾಚಿ, ಸಾಸುವೆಗೆರೆ, ದೇವದುರ್ಗ ತಾಲ್ಲೂಕು, ರಾಯಚೂರು ಜಿಲ್ಲೆ.	ಪ.ವರ್ಗ	495
20	ಕೊಪ್ಪಳ	ಯಲ್ಪುರ್ಗಾ	ಕಿತ್ತೂರು ರಾಣಿ ಚೆನ್ನಮ್ಮ ವಸತಿ ಶಾಲೆ, ಬಳ್ಳೂಟಗಿ, ಯಲ್ಪುರ್ಗಾ ತಾಲ್ಲೂಕು,	ಪ.ವರ್ಗ	582
21	ಕೊಪ್ಪಳ	ಗಂಗಾವತಿ	ಕಿತ್ತೂರು ರಾಣಿ ಚೆನ್ನಮ್ಮ ವಸತಿ ಶಾಲೆ, ವಡ್ಡರಹಟ್ಟಿ, ಮಲಕನಮರಡಿ, ಗಂಗಾವತಿ ತಾಲ್ಲೂಕು	ಪ.ವರ್ಗ	
22	ಕೊಪ್ಪಳ	ಕುಷ್ಟಗಿ	ಕಿರಾಚಿ, ತಾವರಗೆರೆ, ಕುಷ್ಟಗಿ ತಾ	ಪ.ವರ್ಗ	499



## Annexure - 1: Details of the Bidder

### General Particulars of Bidder / Firm

Sl. No.	Particulars	Details
1	Name of Bidder/Firm	
2	Postal Address	
3	Telephone and/or Fax No	
4	Name and Designation of the representative of the bidder to whom all references shall be made with Mobile No and E-mail address	
5	Nature of the firm Pvt. Ltd / Public Ltd. Co. /Public Sector etc. Please attach the attested copy of Company Registration Certificate	
6	GST Registration No. (Certificates copy should be enclosed)	

Upload certified copy of Company Registration Certificate

Date:

Place:

(Signature of Bidder)

Name & Designation

Company Seal

## Annexure - 2: Financial status of the Firm

We hereby certify the Sales Turnover M/s..... is as below for the periods mentioned.

Sl. No.	Financial Year	Annual Turnover (In Rs.)	Net Profit/Loss (In Rs.)
1.	2017-18		
2.	2018-19		
3.	2019-20		

### Net worth of the Firm

We hereby certify that the Net worth of M/s..... as on 31<sup>st</sup> July 2021 is Rs.....

### No loss suffered

We hereby certify that M/s..... have not suffered Losses during any of the last three years from 2017-18 to 2019-20 as per their Audited Statement of Accounts.

### Liquid Assets of the Firm

We hereby certify that the value of liquid assets of M/s..... as on 31<sup>st</sup> July 2021 as detailed below.

Sl. No.	Type of Liquid Asset (with full details)	Value (In Rs.)
1		
2		
3		
4		
5		

Seal & Signature of the Chartered Accountant  
CA membership No.....

**Annexure - 3: Works Executed / Experience Details**  
**Proforma for Works executed / experience details and Performance**  
**Statement for the last Three years**

IFT No.....

Date of Opening..... Time ..... Hours

Name of the Firm: .....

Orders placed by (Full address of Purchaser)	Order No and Date	Description and Quantity of Goods ordered	Value of order	Date of Completion of Delivery as per contract/ Actual	Remarks indicating reasons for late delivery, if any	Has the goods/ equipment been satisfactorily functioning. (Attach a Certificate from the Purchaser)
1	2	3	4	5	6	7

**Note:** Above details without copies of work orders, completion certificates and satisfactory performance reports from the users will not be considered.

Date:

(Signature of Bidder)

Name & Designation

Place:

Company Seal

**Annexure - 4: Sales Tax, Registration, GST number, TAN No. and PAN No.:**

To upload certified copy of Company Sales Tax, Registration, GST No. and TAN No. PAN No.

**Annexure - 5: Declaration on Non Black-Listment**

No.

Date:

To,  
The Director,  
Scheduled Tribes Welfare Department,  
Bengaluru.

Dear Sir,

Sub.: Declaration on non-Black-Listed

We \_\_\_\_\_ hereby confirm that our firm / organization / company has neither been blacklisted by the Government of Karnataka or any of its agencies for any reasons whatsoever, nor has our firm / organization / company been blacklisted by Central / any other State / UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices.

Sincerely yours

Authorized Signatory

Name and Designation

<< Bidder Name>>

### Annexure - 6: Technical Staff Details

SL No	Name of Employee	Qualification	Total experience	Area of expertise
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10				

Place:

Date:

### Annexure - 7: Delivery Schedule

Delivery, Installation to be completed as per Annexure 5 within 20 weeks from the date of issue of PO / Signing of Contract Agreement.

Sl. No.	Address of Residential Schools	Date of Delivery of goods at site and submission of documents	Date of Installation & Commissioning of the Solar PV power plant
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			

“Installation of 10 kWp rooftop Solar PV power plant at 25 Morarji Desai and  
22 Kittur Rani Chennamma Residential Schools in Karnataka”

25.			
26.			
27.			
28.			
29.			
30.			
31.			
32.			
33.			
34.			
35.			
36.			
37.			
38.			
39.			
40.			
41.			
42.			
43.			
44.			
45.			
46.			
47.			

**ANNEXURE - 8: PERFORMANCE BANK GUARANTEE BOND IN LIEU OF SECURITY DEPOSIT**

(To be executed by the State Bank of India or any other Nationalized Bank)

To,

**The Director,  
Scheduled Tribes Welfare Department,  
Bengaluru.**

Dear Sir / Madam,

Sub: Your Contract No. \_\_\_\_\_ dated \_\_\_\_\_ for  
\_\_\_\_\_

1. You, on behalf of Scheduled Tribes Welfare Department, Bengaluru, have entered into a Contract with reference No. as given above with \_\_\_\_\_ (herein after referred to as the Contractor) for the development, fabrication and supply of \_\_\_\_\_ (herein after referred to as stores) for the Price and on the terms and conditions contained in the said Agreement.
2. In accordance with the terms of said Contract you have agreed to exempt the security deposit for the due fulfillment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being 10% (Ten) of the total value (Rs. \_\_\_\_\_) of the said stores to be supplied to you.
3. In consideration thereof, we hereby at the request of the Contractor expressly, irrevocably and unconditionally undertake and guarantee to pay on written demand without demur and without reference to the Contractor an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss or damage caused to or suffered or would be caused to you by reason of any Breach by the said Contractor of any of the terms and conditions contained in the said Contract or by reason of the Contractor's failure to perform the said Agreement. Your demand shall be conclusive evidence to us as regards the amount due and payable by the Bank under this guarantee. However, liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ Payment by us to you will be made within thirty (30) days from receipt of your written request making reference to this guarantee and on demand.
4. We further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all your dues under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till you certify that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee. Notwithstanding anything herein contained, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and the guarantee shall remain in force up to and including the \_\_\_\_\_ day of being reported to us by you and returned to us duly discharged.
5. This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the Contractor, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in you or any right which you may have against the Contractor and to exercise the same in any manner at any time either to enforce or forbear any covenant contained or implied in the said Contract or any other course or remedy of scrutiny available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligation under this guarantee.



6. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be proscribed and we shall be discharged from the liabilities hereunder;
7. This guarantee shall not be affected by any change in the constitution of our Bank or of the Contractor or for any other reason whatsoever.

Date: sd.....

Place: Bankers Seal of the Bank

Witness:

1.....

2.....

### **Bank Guarantee Bond for Warranty**

(To be executed by the State Bank of India or any other Nationalized Bank)

To,

**The Director,  
Scheduled Tribes Welfare Department,  
Bengaluru.**

Dear sir / Madam,

Sub: Your Contract No. \_\_\_\_\_ dated \_\_\_\_\_ For  
\_\_\_\_\_

1. You, on behalf of Scheduled Tribes Welfare Department, Bengaluru, have entered into a Contract with reference No. as given above with \_\_\_\_\_ (herein after referred to as the Contractor) for the supply, installation & training of \_\_\_\_\_ (herein after referred to as stores) for the Price and on the terms and conditions contained in the said Agreement.
2. In accordance with the terms of said Contract the Contractor has undertaken to produce a Bank guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being 10% (Ten) of the total value of the said stores supplied to you, for the due fulfillment of its obligations to the Secretary, Karnataka State Council for Science & Technology, for due performance as per the Contract during warranty period.
3. In consideration thereof, we hereby expressly, irrevocably and unconditionally undertake and guarantee as principal obligors on behalf of the Contractor that in the event that the Secretary, Karnataka State Council for Science & Technology, submits a written demand to us that the Contractor has not performed according to the Contractual obligations included in the said Contract, we will pay you on written demand, without demur and without reference to the Contractor any sum up to a

“Installation of 10 kWp rooftop Solar PV power plant at 25 Morarji Desai and  
22 Kittur Rani Chennamma Residential Schools in Karnataka”

maximum amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) Your demand shall be conclusive evidence to us that such repayment is due under the terms of the said Contract. Payment by us to you will be made within thirty (30) days from receipt of your written request making reference to this guarantee and on demand.

4. This guarantee shall not be revoked without your express consent and shall not be affected by your granting any indulgence to the Contractor, which shall include but not be limited to postponement from time to time of the exercise of any powers vested in you or any right which you may have against the Contractor and to exercise the same in any manner at any time either to enforce or forbear any covenant contained or implied in the said Contract or any other course or remedy of scrutiny available to you, and our Bank shall not be released from its obligations under this guarantee by your exercising any of your rights with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on your part or any other indulgence shown by you or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving our Bank from its obligation under this guarantee.
5. Notwithstanding anything herein contained, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and the guarantee shall remain in force up to and including the \_\_\_\_\_ day of being reported to us by you and returned to us duly discharged.
6. Unless a demand or claim under this guarantee is made on us in writing on or before the aforesaid expiry date as provided above or unless this guarantee is extended by us all your rights under this guarantee shall be proscribed and we shall be discharged from the liabilities hereunder;
7. This guarantee shall not be affected by any change in the constitution of our Bank or of the Contractor or for any other reason whatsoever.

Date:

sd.....

Place:

Bankers Seal of the Bank

Witness:

1.....

2.....

### Annexure - 9: Manufacturer’s Authorization Form

No.

Date:

To,

**The Director,  
Scheduled Tribes Welfare Department,  
Bengaluru.**

Dear Sir:

IFT No.,

Date:

We \_\_\_\_\_ who are established and reputable manufacturers  
of \_\_\_\_\_  
\_\_\_\_\_ (*name and description of goods offered*) having factories  
at \_\_\_\_\_ (*address of factory*) do hereby authorize M/s \_\_\_\_\_ (*Name  
and address of Agent*) to submit a tender, and sign the contract with you for the goods  
manufactured by us against the above IFT.

We hereby extend our full guarantee and warranty as per Clause 14 of the General  
Conditions of Contract for the goods and services offered for supply by the above firm against  
this IFT.

Yours faithfully,

(Name)

(Name of manufacturers)

## **Annexure - 10: UNDERTAKING / DECLARATION BY THE BIDDER**

### **(Notary Attested)**

I / We ..... (hereinafter referred to as Bidder) being desirous of tendering for the work, under this tender and having fully understood the nature of the work and having carefully noted all the terms and conditions, specifications etc. as mentioned in the tender document do hereby declare that :

1. The bidder is fully aware of all the requirements of the tender document and agrees with all provisions of the tender document and accepts all risks, responsibilities and obligations directly or indirectly connected with the performance of the tender.
2. The bidder is fully aware of all the relevant information for proper execution of the proposed work, with respect to the proposed place of works/site, its local environment, and is well acquainted with actual and other prevailing working conditions, availability of required materials and labour etc. at site.
3. The bidder is capable of executing and completing the work as required in the tender and is financially capable to execute the tendered work. The bidder is sufficiently experienced and competent to perform the contract to the satisfaction of Scheduled Tribes Welfare Department (STWD). The bidder gives the assurance to execute the tendered work as per specifications, terms and conditions of the tender on award of the work.
4. The bidder has no collusion with other bidder or with any other person or firm in the preparation of the tender. The bidder has not been influenced by any statement or promises by STWD or any of its employees but only by the tender document.
5. The bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Government and STWD that may affect the work, its performance or personnel employed therein.
6. The bidder has never been debarred / blacklisted from any Government Undertaking / Department.
7. The bidder accepts that the earnest money deposit (EMD) may be absolutely forfeited by STWD if the bidder fails to sign the contract or to undertake the work within stipulated time. EMD would be refunded to the unsuccessful bidders after finalization of the bid without any interest.
8. This offer shall remain valid for acceptance for 4 (Four) months from the proposed date of opening of the Technical Bid. In exceptional circumstances, STWD may solicit the consent of the bidder to an extension of the period of validity of the offer.
9. All the information and the statements submitted with the tender are true.

Date:

Place:

(Signature of Bidder)

Name & Designation

Company Seal

**Annexure - 11: Authorised Service Center Details in Karnataka**

<b>Sl. No.</b>	<b>District</b>	<b>Name and Address of the Service Centre</b>	<b>Contact Phone No. and Email id.</b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Date:  
Place:

(Signature of Bidder)  
Name & Designation  
Company Seal

## **Annexure - 12: CONTRACT FORM**

**THIS AGREEMENT** made the .....day of....., 20... Between .....  
(Name of Employer of ..... (Country of Employer) (Here in after called “the Employer”) of  
the one part and ..... (Name of Agency) of ..... (City and Country of  
Agency) (Hereinafter called “the Agency”) of the other part:

**WHEREAS** the Purchaser is desirous that certain Goods and ancillary services viz.,  
..... Description of Goods and Services) and has accepted a tender by the  
Agency for the supply of those goods and services in the sum of..... (Contract  
Price in Words and Figures) (Hereinafter called “the Contract Price”).

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to the in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The Tender Form and the Price Schedule submitted by the Tenderer;
  - (b) The Schedule of Requirements;
  - (c) The Technical Specifications;
  - (d) The General Conditions of Contract;
  - (e) The Special Conditions of Contract; and
  - (f) The Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Employer to the Agency as hereinafter mentioned, the Agency hereby covenants with the Employer to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Agency in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

### **TOTAL VALUE:**

### **DELIVERY SCHEDULE:**

**IN WITNESS:** where of the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said..... (For the Employer)

In the presence of: .....

Signed, Sealed and Delivered by the  
said..... (For the Agency)

In the presence of: .....

### **Annexure - 13: BANKER’S CERTIFICATE**

This is to certify that M/s. .... is a reputed company with a good financial standing. If the contract for this work, namely ..... (Name of the work) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs..... to meet the working capital requirements for executing the above contract.

Liquid assets and /or availability of credit facilities of not less than Rs ..... Lakhs Credit lines/ letter of credit/ certificates from Banks for meeting the fund requirement etc. *(usually the equivalent of the estimated cash flow for three months in the peak execution period) \**

**Annexure - 14: CHECK LIST**  
(to be submitted along with technical bid)

Sl. No.	Particulars	Document No.
1	Company registration certificate	
2	Valid GST copy	
3	Valid PAN copy	
7	Proof of Documents regarding bidder active in business from last five years	
8	Proof of completed project details along with completion certificates	
10	Proof of similar kind of works executed in State Government / Central Government Departments	
11	Copy of audited statements & IT Returns average annual turnover of <b>Rs. .... Lakhs</b> during the last three financial years (2017-18, 2018-19 and 2019-20). Certificate from CA is to be furnished.	
12	Any other documents (please specify)	

**Note:** Attach all the necessary documents / certificates as per the Annexures 1 – 14 along with the technical bid.

(Signature of Bidder)  
Name & Designation  
Company Seal



## FINANCIAL BID

(to be up-loaded in e-procurement portal only)

### “Design, Supply, Installation, Testing and Commissioning of 10 kWp rooftop Solar PV power plant at 25 Morarji Desai and 22 Kittur Rani Chennamma Residential Schools in Karnataka”

Sl. No	Description	Quoted rate in Rs.	Applicable Taxes (%)	Applicable Taxes in Rs.	Total Amount (Rs.)	
					In figure	In words
1.	“Design, Supply, Installation, Testing and Commissioning of 10 kWp rooftop Solar PV power plant with battery bank and Off-grid inverter including five years warranty					
2.	<u>Electrical Work</u> Wiring from Solar Inverter to main power supply line and internal wiring in the e-learning centre for supply power to 15 Computers, Projector, Server and CC Camera.					
3.	Fixing of MS fabricated structure including gate and lock system for safety of inverter and battery bank (approximate 150 kgs)					
4.	Insurance charges for the period of five years					
	<b>Total Amount for One School (in Rupees)</b>					
	<b>Grand Total Amount for 47 Schools (in Rupees)</b>					

**Grand total Amount for 47 schools Rupees in words: .....**

**Note: -**

- 1) All items shall include supplying, installation, commissioning, loading, unloading, transportation, all incidental charges and all taxes to 47 residential schools.
- 2) Technical specification for the above items shall be as per tender document.
- 3) The Grand total (which includes all applicable taxes and duties) shall be entered in the e-Procurement portal. The bidder should quote for all the items enlisted above failing which the bid shall be treated as invalid.

Signature

(Name and Address of the bidder)

## **SECTION - GCC**

### **GENERAL TERMS & CONDITIONS OF CONTRACT**

#### **INTRODUCTION**

##### **1.0 DEFINITION OF TERMS**

- 1.1 ‘Contract’ means the agreement entered into between the Employer and the Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2 ‘Employer’ shall mean Scheduled Tribes Welfare Department (entrusted by the Government of Karnataka (GOK) with the concurrence of Government of Government of India (GOI) and shall include its legal representatives, successors and assigns.
- 1.3 ‘Contractor’ or ‘Manufacturer’ shall mean the Bidder whose bid will be accepted by the Employer for the award of the Works and shall include such successful Bidder’s legal representatives, successors and permitted assigns.
- 1.4 ‘Sub-Contractor’ shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been sublet by the Contractor with the consent in writing of the 3<sup>rd</sup> Party Agency / Officer and will include the legal representatives, successors and permitted assigns of such person.
- 1.5 “3<sup>rd</sup> Party Agency” shall mean the officer appointed in writing by the Employer to act as “3<sup>rd</sup> Party Agent” from time to time for the purpose of the Contract.
- 1.6 The terms ‘Equipment’, ‘Stores’ and ‘Materials’ shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.
- 1.7 ‘Works’ shall mean and include the furnishing of equipment, labour and services, as per the Specifications and complete erection, testing and putting into satisfactory operation including all transportation, handling, unloading and storage at the Site as defined in the Contract.
- 1.8 ‘Specifications’ shall mean the Specifications and Bidding Document forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.
- 1.9 ‘Site’ shall mean and include the room/building/building roof and other places on, into or through which the works and the related facilities are to be erected.
- 1.10 The term ‘Contract Price’ shall mean the lump-sum price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of the works.
- 1.11 The term ‘Equipment Portion’ of the Contract price shall mean the ex-works value of the equipment.

- 1.12 The term ‘Erection Portion’ of the Contract price shall mean the value of field activities of the works including erection, testing and putting into satisfactory operation including successful completion of performance and guarantee tests to be performed at Site by the Contractor including cost of insurances.
- 1.13 ‘Manufacturer’s Works’ or ‘Contractor’s Works’, shall mean the place of work used by the manufacturer, the Contractor, their collaborators/associates or Sub-Contractors for the performance of the Contract.
- 1.14 ‘Inspector’ shall mean the Employer or any person nominated by the Employer from time to time, to inspect the equipment; stores or Works under the Contract and/or the duly authorized representative of the Employer.
- 1.15 ‘Notice of Award of Contract’/’Letter of Award’/’Fax of Award’ shall mean the official notice issued by the Employer notifying the Contractor that his bid has been accepted.
- 1.16 ‘Date of Contract’ shall mean the date on which Notice of Award of Contract/Letter of Award has been issued.
- 1.17 ‘Month’ shall mean the calendar month. ‘Day’ or ‘Days’ unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each. A ‘Week’ shall mean continuous period of seven (7) days.
- 1.18 ‘Writing’ shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 1.19 When the words ‘Approved’, ‘Subject to Approval’, ‘Satisfactory’, ‘Equal to’, ‘Proper’, ‘Requested’, ‘As Directed’, ‘Where Directed’, ‘When Directed’, ‘Determined by’, ‘Accepted’, ‘Permitted’, or words and phrases of like importance are used the approval, judgment, direction etc. is understood to be a function of the Employer/officer.
- 1.20 Test on completion shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is taken over by the Employer.
- 1.21 ‘Start up’ shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The start-up period shall include preliminary inspection and check-out of equipment and supporting sub-system, initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shut- down, inspection and adjustment prior to the trial operation period.
- 1.22 Operation’ shall mean the integral operation of the complete equipment covered under the Contract with the sub-system and supporting equipment in service or available for service. The length of operation shall be as determined by the 3<sup>rd</sup> Party Agency / Officer, unless otherwise specified elsewhere in the Contract.

- 1.23 ‘Performance and Guarantee Tests’, shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.
- 1.24 The term ‘Final Acceptance’/‘Taking Over’ shall mean the Employer’s written acceptance of the Works performed under the Contract, after successful commissioning/completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specifications or otherwise agreed in the Contract.
- 1.25 ‘Commercial Operation’ shall mean the condition of operation in which the complete equipment covered under the Contract is officially declared by the Employer to be available for continuous operation at different loads up to and including rated capacity. Such declaration by the Employer, however, shall not relieve or prejudice the Contractor of any of his obligations under the Contract.
- 1.26 ‘Guarantee Period’ / ‘Maintenance Period’ shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the works performed under the Contract.
- 1.27 ‘Latent Defects’ shall mean such defects caused by faulty designs, material or work-man-ship which cannot be detected during inspection, testing etc, based on the technology available for carrying out such tests.
- 1.28 ‘Codes’ shall mean the following including the latest amendments and/or replacements, if any:
- a) American Society of Materials Testing Codes.
  - b) Standards of the Indian Standards Institution.
  - c) Other Internationally approved standards and/or rules and regulations touching the subject matter of the Contract.
- 1.29 Words imparting the singular only shall also include the plural and vice –versa where the context so requires.
- 1.30 Words imparting ‘Person’ shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.
- 1.31 Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.

The various Acts and Regulations are normally available for sale from the following addresses:

- i) Deputy Controller  
Publication Department  
Government of India, Civil Lines,  
New Delhi - 110 006

- ii) Dept. of Publication  
(Government of India),  
Kitab Mahal, Unit No.21, Emporia Building,  
Baba Kharak Singh Marg, New Delhi – 110 001

**OR**

With leading authorized Government of Indian Book –Sellers.

1.32 In addition to the above the following definitions shall also apply:

- a) ‘All equipment and materials’ to be supplied shall also mean ‘Goods’.  
b) ‘Constructed’ shall also mean ‘erected and installed’.  
c) ‘Contract Performance Guarantee’ shall also mean ‘Contract Performance Security’.

## **2.0 APPLICATION**

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

## **3.0 STANDARDS**

The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the goods and such standards shall be the latest issued by the concerned institution.

## **4.0 LANGUAGE AND MEASURES**

All documents pertaining to the Contract including specifications, schedules, notices, correspondences, operating and maintenance instructions, drawings or any other writing shall be written in English language. The Metric System of measurement shall be used exclusively in the Contract.

## **5.0 CONTRACT DOCUMENTS**

5.1 The term Contract Documents shall mean and include the following, which shall be deemed to form an integral part of the Contract:

- a) Invitation to Bid including letter forwarding the Bidding Documents, Instructions to Bidders, General Terms and Conditions of Contract and all other documents included under Tender Document, and the Special Conditions of Contract.  
b) Specifications of the equipment to be furnished and erected under the Contract as brought out in the accompanying Technical Specifications.  
c) Contractor’s Bid Proposal and the documents attached there to including the letters of clarifications thereto between the Contractor and the Employer/Consultant prior to the Award of Contract except to the extent of repugnancy.

- d) All the materials, literature, data and information of any sort given by the Contractor along with his bid, subject to the approval of the Employer /Consultant.
- e) Letter of Award and any agreed variations of the conditions of the documents and special terms and conditions of Contract, if any.

5.2 In the event of any conflict between the above-mentioned documents, the matter shall be referred to the Executive Director, SCHEDULED TRIBES WELFARE DEPARTMENT whose decision shall be considered as final and binding upon the parties.

## **6.0 USE OF CONTRACT DOCUMENTS AND INFORMATION**

6.1 The Contractor shall not, without the Employer’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.

6.2 The Contractor shall not, without the Employer’s prior written consent, make use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract.

6.3 The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this Contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the Employer.

6.4 Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Contractor’s performance under the Contract if so, required by the Employer.

## **1.0 CONSTRUCTION OF THE CONTRACT**

1.1 Notwithstanding anything stated elsewhere in the bid documents, the Contract to be entered into will be treated as a divisible Supply and Erection Contract.

Award shall be placed on the successful Bidder as follows:

- i) First Contract: For Ex-works supply of all equipment and materials
- ii) Second Contract: For providing all other services like inland transportation, insurance for delivery at site, unloading, storage, handling at site, installation, testing and commissioning including performance testing in respect of all the equipment supplied under the “First Contract” and any other services specified in the Bid Documents.
- iii) Both these Contracts will contain interlinking cross-fall breach clause specifying that breach of one Contract will constitute breach of the other Contract

- 1.2 The Contract shall in all respects be construed and governed according to Indian Laws.
- 1.3 It is clearly understood that the total consideration for the Contract(s) has been broken up into various components only for the convenience of payment of advance under the Contract(s) and for the measurement of deviations or modifications under the Contract(s).

## **2.0 JURISDICTION OF CONTRACT**

- 2.1 The laws applicable to the Contract shall be the laws in force in India. The Courts of Bengaluru, Karnataka State shall have exclusive jurisdiction in all matters arising under this Contract.

## **3.0 MANNER OF EXECUTION OF CONTRACT**

- 3.1 The Employer, after the issue of the Letter of Award to the Contractor, will send one copy of the final agreement to the Contractor for his scrutiny and approval.
- 3.2 The Agreement, unless otherwise agreed to, shall be signed within 60 days of the acceptance of the Letter of Award, at the office of the Employer on a date and time to be mutually agreed. The Contractor shall provide for signing of the Contract, Performance Guarantee in six copies, appropriate power of attorney and other requisite materials. In case the Contract is to be signed beyond the stipulated time, the Bid Guarantee submitted with the Proposal will have to be extended accordingly.
- 3.3 The Agreement will be signed in four originals and the Contractor shall be provided with one signed original and the rest will be retained by the Employer.
- 3.4 The Contractor shall provide free of cost to the Employer all the Nodal officering data, drawings, and descriptive materials submitted with the bid, in at least four (4) copies to form a part of the Contract immediately after issue of Letter of Award

## **4.0 ENFORCEMENT OF TERMS**

- 4.1 The failure of either party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have under the Contract.

## **5.0 COMPLETION OF CONTRACT**

- 5.1 Unless otherwise terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed on the expiry of the guarantee period as provided for under the clause entitled ‘Guarantee’ in this section.

## **B. GUARANTEES & LIABILITIES**

### **6.0 TIME – THE ESSENCE OF CONTRACT**

- 6.1 The time and the date of completion of the Contract as stipulated in the Contract by the Employer without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.
- 6.2 The Contractor shall submit a detailed PERT network/bar chart within the time frame agreed consisting of adequate number of activities covering various key phases of the work such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days of the date of Notification of Award. This network shall also indicate the interface facilities to be provided by the Employer and the dates by which such facilities are needed. The Contractor shall discuss the network so submitted with the Employer and the agreed network shall form part of the Contract documents.
- 6.3 During the performance of the Contract, if in the opinion of the 3<sup>rd</sup> party Agency / officer, proper progress is not maintained, suitable changes shall be made in the Contractor’s operations to ensure proper progress without any cost implication to the Employer.
- 6.4 Based on the above agreed network/bar chart monthly reports shall be submitted by the Contractor as directed by the 3<sup>rd</sup> Party Agency / Officer.
- 6.5 The above bar charts/manufacturing programme shall be compatible with the Employer’s computer environment and furnished to the Employer on such media as may be desired by the Employer.

### **13.0 EFFECTIVENESS OF CONTRACT**

The Contract shall be considered as having come into force from the date of the notification of award unless otherwise provided in the notification of award.

### **14.0 LIQUIDATED DAMAGES**

#### **14.1 For Equipment Portion**

- 14.1.1 If the Contractor fails to successfully complete the commissioning within the time fixed under the Contract, the Contractor shall pay to the Employer as liquidated damages and not as penalty a sum specified for each specified period of delay. The details of such liquidated damages are brought out in the accompanying Special Conditions of Contract.
- 14.1.2 Equipment and materials shall be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not delivered in time the equipment and materials will be considered as delayed until such time the missing parts are also delivered.



14.1.3 Total amount of liquidated damages for delay under the Contract will be subject to a maximum of 10% of the Contract price.

14.1.4 Liquidated damages for not meeting performance guarantee during the performance and guarantee tests shall be assessed and recovered from the Contractor as detailed in Technical Specifications / Special Conditions of Contract. Such liquidated damages shall be without any limitation whatsoever and shall be in addition to damages, if any, payable under any other clause of Conditions of Contract.

## **15.0 GUARANTEE**

15.1 The Contractor shall warrant that the equipment will be new, unused and in accordance with the Contract documents and free from defects in material and workmanship for a period of Thirty-Six (36) calendar months commencing immediately upon the satisfactory commissioning. The Contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his Sub-Contractors under normal use and arising solely from faulty design, materials and/or workmanship provided always that such defective parts are repairable at the site and are not in meantime essential in the commercial use of the equipment. Such replaced/defective parts shall be returned to the Contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by the 3<sup>rd</sup> Party Agency / Officer when the equipment is under the supervision of the Contractor's supervisory Nodal officer.

15.2 In the event of any emergency where in the judgment of the Nodal officer, delay would cause serious loss or damages, repairs or adjustment may be made by the Nodal officer or a third party chosen by the Nodal officer without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by the Adviser Technical/ Nodal officer, the Contractor will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract.

15.3 If it becomes necessary for the Contractor to replace or renew any defective portions of the works the provision of this clause shall apply to portion of the works so replaced or renewed until the Thirty-Six (36) months from the date of commissioning such replacement or renewal. If any defects are not remedied within a reasonable time, the Nodal officer may proceed to do the work at the Contractor's risk and cost but without prejudice to any other rights, which the Employer may have against the Contractor in respect of such defects.

15.4 The repaired or new parts will be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the site, the Contractor shall bear the cost of such repairs.

15.5 The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the Contractor, the same shall be borne by the Contractor.

15.6 The acceptance of the equipment by the Adviser Technical /Nodal officer shall in no way relieve the Contractor of his obligations under this clause

15.7 In the case of those defective parts, which are not repairable at site but are essential for the commercial operation of the equipment, the Contractor and the Nodal officer shall mutually agree to a programme of replacement or renewal, which will minimize interruption to the maximum extent in the operation of the equipment.

15.8 The provisions contained in this clause will not be applicable:

- a) If the Employer has not used the equipment according to generally approved industrial practice and in accordance with the conditions of operations specified and in accordance with operating manuals, if any.
- b) In cases of normal wear and tear of the parts to be specifically mentioned by the Contractor in the offer.

## **16.0 TAXES, PERMITS & LICENCES**

The Contractor shall be liable and pay all non-Indian taxes, duties, levies lawfully assessed against the Employer or the Contractor in pursuance of the Contract. In addition, the Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal income & property only.

## **17.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS**

17.1 If during the performance of the Contract, the 3<sup>rd</sup> Party Agency / Officer shall decide and inform in writing to the Contractor that the Contractor has manufactured any equipment, material or part of equipment unsound and imperfect or has furnished any equipment inferior to the quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expense immediately after receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such works and furnish fresh equipment/materials upto the standards of the specifications. In case, the Contractor fails to do so, the Nodal officer may on giving the Contractor seven (7) days' notice in writing of his intentions to do so, proceed to remove the portion of the works so complained of and at the cost of the Contractor perform all such Works or furnish all such equipment/ material provided that nothing in this clause shall be deemed to deprive the Employer of or affect any rights under the Contract which the Employer may otherwise have in respect of such defects and deficiencies.

17.2 The Contractor's full and extreme liability under this clause shall be satisfied by the payment to the Employer of extra cost, of such replacement procured including erection as provided for in the Contract, such extra cost being the ascertained difference between the price paid by the Employer for such replacements and the Contract Price by portion for such defective equipment/materials/works and repayments of any sum paid by the Employer to the Contractor in respect of such defective equipment/material. Should the Employer not so replace the defective equipment/materials the Contractor's extreme liability under this clause shall be

limited to repayment of all sums paid by the Employer under the Contract for such defective equipment/materials.

#### **18.0 PATENT RIGHTS AND ROYALTIES**

Royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Employer indemnified in that regard. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the Works, and, in case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against the Employer, the same shall be defended at the cost and expense of the Contractor who shall also satisfy/comply with any decree, order or award made against the Employer. But it shall be understood that no such machine, plant, work, material or thing has been used by the Employer for any purpose or any manner other than that for which they have been furnished and installed by the Contractor and specified under these specifications. Final payment to the Contractor by the Employer will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any part thereof furnished by the Contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the Contractor shall at his option and at his own expense, either procure for the Employer, the right to continue the use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

#### **19.0 DEFENCE OF SUITS**

If any action in court is brought against the Employer or Nodal officer or an officer or agent of the Employer, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractors, or in connection with any claim based on lawful demands of Sub-Contractors, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep the Employer, and the Nodal officer and/or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

#### **20.0 LIMITATION OF LIABILITIES**

The final payment by the Employer in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract. Such final payment shall be made only at the end of the Guarantee/Warranty period, and till such time as the Contractual liabilities and responsibilities of the Contractor, shall prevail. All other payments made under the Contract shall be treated as on-account payments.

#### **21.0 3<sup>rd</sup> PARTY AGENCY / OFFICER'S DECISION**

- 21.1 In respect of all matters which are left to the decision of the 3<sup>rd</sup> Party Agency / officer including the granting or with-holding of the certificates, the officer shall, if required to do so by the Contractor, give in writing a decision thereon.
- 21.2 If, in the opinion of the Contractor, a decision made by the 3<sup>rd</sup> Party agency / officer is not in accordance with the meaning and intent of the Contract, the Contractor may file with the officer, within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the officer’s decision and the decision shall become final and binding.
- 21.3 The 3<sup>rd</sup> Party Agency / officer’s decision and the filing of the written objection thereto shall be a condition precedent to the right to request arbitration. It is the intent of the Agreement that there shall be no delay in the execution of the works and the decision of the officer as rendered shall be promptly observed.
- 22.0 POWER TO VARY OR OMIT WORK**
- 22.1 No alterations, amendments, omissions, suspensions or variations of the Works (hereinafter referred to as ‘variation’) under the Contract as detailed in the Contract Documents, shall be made by the Contractor except as directed in writing by the Nodal officer, but the Nodal officer shall have full powers subject to the provisions hereinafter contained, from time to time during the execution of the Contract, by notice in writing to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract Documents. If any suggested variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the 3<sup>rd</sup> Party Agency / Officer thereof in writing and the 3<sup>rd</sup> Party Agency / Officer shall decide forthwith whether or not, the same shall be carried out and if the Nodal officer confirms his instructions, the Contractor’s obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the Contract Price as the case may be.
- 22.2 In the event of 3<sup>rd</sup> Party Agency / officer requiring any variation, a reasonable and proper notice shall be given to the Contractor to enable him to work his arrangement accordingly, and in cases where goods or materials are already prepared or any design, drawings or pattern made or work done requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the Contractor.
- 22.3 In any case in which the Contractor has received instructions from the 3<sup>rd</sup> Party Agency / officer as to the requirement of carrying out the alterations or additional or substituted work which either then or later on, will in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the officer to that effect. But the officer shall not become liable for payment of any charges in respect of any such variations, unless the

instructions for the performance of the same shall be confirmed in writing by the officer.

22.4 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the 3<sup>rd</sup> Party Agency / officer shall prevail.

22.5 Notwithstanding anything stated above in this clause, the 3<sup>rd</sup> Party Agency / officer shall have the full power to instruct the Contractor, in writing, during the execution of the Contract to vary the quantities of the items or groups of items in accordance with the provisions of clause entitled ‘Change of Quantity’ in section GCC of this Tender Document. The Contractor shall carry out such variations and be bound by the same conditions as though the said variations occurred in the Contract Documents. However, the Contract Price shall be adjusted at the rates and the prices provided for the original quantities in the Contract.

### **23.0 ASSIGNMENT AND SUB-LETTING OF CONTRACT**

23.1 The Contractor may, after informing the 3<sup>rd</sup> Party Agency / officer and getting his written approval, assign or sub-let the Contract or any part thereof other than for raw material, for minor details or for any part of the plant for which makes are identified in the Contract. Suppliers of the equipment not identified in the Contract or any change in the identified suppliers shall be subjected to approval by the 3<sup>rd</sup> Party Agency / officer. The experience list of equipment bidders under consideration by the Contractor for this Contract shall be furnished to the 3<sup>rd</sup> Party Agency / officer for approval prior to procurement of all such items/equipment. Such assignment/sub-letting shall not relieve the Contractor of any obligation, duty or responsibility under the Contract. Any assignment as above, without prior written approval of 3<sup>rd</sup> Party Agency / officer, shall be void.

### **24.0 CHANGE OF QUANTITY**

24.1 During the execution of the Contract, the Employer reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms & conditions. Such variations unless otherwise specified in the accompanying Special Conditions of Contract and/or Technical Specifications, shall be subject to the specific provision for the individual items but the total variations in all such items under the Contract shall be limited to a percentage of the Contract price as specified in the Special Conditions of Contract.

24.2 The Contract price shall accordingly be adjusted based on the unit rates available in the Contract for the change in quantities as above. The base unit rates, as identified in the Contract shall however remain constant during the currency of the Contract. In case the unit rates are not available for the change in quantity, the same shall be subjected to mutual agreement.

### **25.0 PACKING, FORWARDING AND SHIPMENT**

25.1 The Contractor, wherever applicable, shall after proper pack and crate all equipment in such a manner as to protect them from deterioration and damage during rail and road

transportation to the Site and storage at the Site till the time of erection. The Contractor shall be held responsible for all damages due to improper packing.

- 25.2 The Contractor shall notify the Employer of the date of each shipment from his works, and the expected date of arrival at the Site for the information of the Employer.
- 25.3 The Contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information the Employer may require.
- 25.4 The documents referred at clause 33 of Tender document shall be sent by to the Employer from the date of commissioning and training, to enable the Employer to make payments to the Contractor: -
- 25.5 The Contractor shall prepare detailed packing list of all packages and containers, bundles and loose materials forming each and every consignment dispatched to Site. The Contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works up to the Site and also till the equipment is erected, tested and commissioned. He shall be solely responsible for proper storage and safe custody of all equipment.

## **26.0 COOPERATION WITH OTHER CONTRACTORS AND 3RD PARTY AGENCY / OFFICER**

The Contractor shall agree to cooperate with the Employer’s other Contractors and 3<sup>rd</sup> Party Agency / officer and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts. The 3<sup>rd</sup> Party Agency / officer shall be provided with three copies of all correspondence addressed by the Contractor to other Contractors and Consulting officer of the Employer in respect of such exchange of technical information.

## **27.0 NO WAIVER OF RIGHTS**

Neither the inspection by the Employer or the 3<sup>rd</sup> Party Agency / officer or any of their officials, employees, or agents nor any order by the Employer or the Nodal officer for payment of money or any payment for or acceptance of, the whole or any part of the Works by the Employer or 3<sup>rd</sup> Party Agency / officer, nor any extension of time, nor any possession taken by the Nodal officer shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Employer or any right to damages herein provided nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

## **28.0 CERTIFICATE NOT TO AFFECT RIGHT OF EMPLOYER AND LIABILITY OF THE CONTRACTOR.**

No interim payment certificate of the 3<sup>rd</sup> Party Agency / officer, nor any sum paid on account by the Employer, nor any extension of time for execution of the Works granted by the 3<sup>rd</sup> Party Agency / officer shall affect or prejudice the rights of the Employer against the Contractor or relieve the Contractor of his obligation for the due performance of the Contract, or be interpreted as approval of the Works done or of the equipment furnished and no certificate shall create liability for the Employer to pay for

alterations, amendments, variations or additional works not ordered, in writing, by the Nodal officer or discharge the liability of the Contractor for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Employer, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the Employer against the Contractor.

## **29.0 TRAINING OF EMPLOYER’S PERSONNEL**

29.1 The Contractor shall undertake to train free of cost, 3<sup>rd</sup> Party Agency / officer / personnel selected and sent by the Employer at the works of the Contractor unless otherwise specified in the Technical Specifications. The period and the nature of training for the individual personnel shall be agreed upon mutually between the Contractor and the Employer. These Nodal officering personnel shall be given special training in the shops, where the equipment will be manufactured and/or in their Collaborator’s works and where possible, in any other plant where equipment manufactured by the Contractor or his collaborator is under installation, operation, or testing to enable those personnel to become familiar with the equipment being furnished by the Contractor. The details of the number of persons to be trained, period of training, nature of training etc. shall be as outlined in accompanying Technical Specifications/Special Conditions of Contract.

## **30.0 PROGRESS REPORTS AND PHOTOGRAPHS**

During the various stages of the work in pursuance of the Contract, the Contractor shall at his own cost submit periodic progress reports as may be reasonably required by the Nodal officer with such materials as, charts, networks, photographs, test certificates, etc. Such progress reports shall be in the form and size as may be required by the Adviser Technical /Nodal officer and shall be submitted in at least three (3) copies.

## **31.0 TAKING OVER**

Upon successful completion of all the tests to be performed at Site on equipment furnished and erected by the Contractor, the 3<sup>rd</sup> Party Agency / officer shall issue to the Contractor a Taking over Certificate as a proof of the final acceptance of the equipment. Such certificate shall not unreasonably be withheld nor will the Adviser Technical / Nodal officer delay the issuance thereof on account of minor omissions or defects, which do not affect the commercial operation and/or cause any serious risk to the equipment. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of the Contract after issue of such certificate.

## **C. CONTRACT SECURITY AND PAYMENTS**

### **32.0 CONTRACT PERFORMANCE GUARANTEE**

The Contractor shall furnish Contract Performance Guarantee(s) for the proper fulfilment of the Contract in the prescribed form within thirty (30) days of “Notice of Award of Contract”. The performance guarantee(s) shall be as per terms prescribed in the tender document.

### **33.0 PAYMENT**

33.1 The payment to the Contractor for the performance of the works under the Contract will be made by the Employer as per the guidelines and conditions specified in payment schedule of tender document. All payments made during the Contract shall be on account payments only. The final payment will be made on completion of all Works and on fulfilment by the Contractor of all his liabilities under the Contract.

#### **33.2 Currency of Payment**

All payments under the Contract shall be in Indian Rupees only.

### **34.0 DEDUCTIONS FROM CONTRACT PRICE**

All costs, damages or expenses which the Employer may have paid, for which under the Contract the Contractor is liable, will be claimed by the Employer. All such claims shall be billed by the Employer to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within thirty (30) days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the Employer may then deduct the amount, from any moneys due or becoming due by him to the Contractor under the Contract or may be recovered by sections of Law or otherwise.

## **D. RISK DISTRIBUTION**

### **35.0 TRANSFER OF TITLE**

35.1 Transfer of title in respect of equipment and materials supplied by the Contractor to the Employer pursuant to the terms of the Contract shall pass on to the Employer with negotiation of dispatch documents.

35.2 This Transfer of Title shall not be construed to mean the acceptance and the consequent “Taking Over” of equipment and materials. The Contractor shall continue to be responsible for the quality and performance of such equipment and materials and for their compliance with the specifications until “Taking Over” and the fulfilment of guarantee provisions of this Contract.

35.3 This Transfer of Title shall not relieve the Contractor from the responsibility for all risks of loss or damage to the equipment and materials as specified under the clause entitled “Insurance” of this Section.

### **36.0 INSURANCE**

36.1 The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the Employer against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the Employer. However, irrespective of such acceptance, the



responsibility to maintain adequate insurance coverage at all time during the period of Contract shall be of Contractor alone. The Contractor’s failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in the joint name of the Employer and the Contractor. The Contractor shall, however, be authorized to deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further the insurance should be in freely convertible currency.

- 36.2 Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the Employer with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Employer immediately after such insurance coverage. The Contractor shall also inform the Employer in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.
- 36.3 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the replacement/reinstatement cost of the equipment for all risks up to and including delivery of goods and other costs till the equipment is delivered at Site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.
- 36.4 All costs on account of insurance liabilities covered under the Contract will be on Contractor’s account and will be included in Contract Price, However, the Employer may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Contract price to the extent of reduced premium amount. The Contractor, while arranging the insurance shall ensure to obtain all discounts on premium, which may be available for higher volume or for reason of financing arrangement of the project.
- 36.5 The clause entitled ‘Insurance’ under the section ECC of this Tender Document, covers the additional insurance requirements for the portion of the works to be performed at the Site.

### **37.0 LIABILITY FOR ACCIDENTS AND DAMAGES**

Under the Contract, the Contractor shall be responsible for loss or damage to the plant until the successful completion of commissioning as defined elsewhere in the Bid document.

### **38.0 DELAYS BY EMPLOYER OR HIS AUTHORISED AGENTS**

38.1 In case the Contractor’s performance is delayed due to any act of omission on the part of the Employer or his authorized agents, then the Contractor shall be given due extension of time for the completion of the Works, to the extent such omission on the part of the Employer has caused delay in the Contractor’s performance of the Contract. Regarding reasonableness or otherwise of the extension of time, the decision of the Nodal officer shall be final.

38.2 In addition, the Contractor shall be entitled to claim demonstrable and reasonable compensation if such delays have resulted in any increase in cost. The Employer shall examine the justification for such a request for claim and if satisfied, the extent of compensation shall be mutually agreed depending upon the circumstances at the time of such an occurrence.

### **39.0 DEMURRAGE, WHARFAGE, ETC.**

All demurrage, wharf age and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the Contractor.

### **40.0 FORCE MAJEURE**

40.1 A ‘Force Majeure’ means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado;

b) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action.

#### **40.2 Force Majeure Exclusions**

Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

a). Delay in the performance of any contractor, sub-contractor or their agents;

- b). Strikes at the facilities of the Affected Party;
  - c). Insufficiency of finances or funds or the agreement becoming onerous to perform;  
and
  - d). Non-performance caused by, or connected with, the Affected Party's:
    - i. Negligent or intentional acts, errors or omissions;
    - ii. Failure to comply with an Indian Law; or
    - iii. Breach of, or default under this Contract Agreement.
- 40.3 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during which the Force Majeure clause last.
- 40.4 Upon occurrence of such causes, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice within 48 (forty-eight) hours of the alleged beginning thereof giving full particulars and satisfactory evidence in support of its claim. Further, within 7 (seven) days, the Contractor will furnish a detailed Contingency Plan to overcome the effects of the incident and bring the project on its schedule after cessation of the effect of Force Majeure.
- 40.5 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.
- 40.6 Time for Performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such clause lasts.
- 40.7 If works are suspended by Force Majeure conditions lasting for more than two months, the Employer shall have the option of cancelling this Contract in whole or part thereof, at its discretion.
- 40.8 The Contractor shall not claim any compensation for Force Majeure conditions and shall take appropriate steps to ensure men and materials utilized by it under the Contract well in advance.

#### **41.0 SUSPENSION OF WORK**

- 41.1 The Employer reserves the right to suspend and reinstate execution of the whole or any part of the Works without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the Works will be issued by the 3<sup>rd</sup> Party Agency / officer to the Contractor in writing. The time for completion of the works will be extended for a period equal to duration of the suspension.

41.2 Any necessary and demonstrable cost incurred by the Contractor as a result of such suspension of the works will be paid by the Employer, provided such costs are substantiated to the satisfaction of the Nodal officer. The Employer shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor or his Sub-Contractor.

#### **42.0 CONTRACTOR`S DEFAULT**

42.1 If the Contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by the 3<sup>rd</sup> Party Agency / officer in connection with the works or shall contravene the provisions of the Contract, the Employer may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the Employer shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if the Employer shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of the Contractor’s hands and re-contract with any other person or persons to complete the works or any part thereof and in that event the Employer shall have free use of all Contractor’s equipment that may have been at the time on the Site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the Employer shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the Works or of completing the Works as the case may be. If the cost of completing of works or executing part thereof as aforesaid shall exceed the balance due to the Contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay, which the Contractor shall have to pay if the completion of works is delayed.

42.2 In addition, such action by the Employer as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of Works as defined in Clause 23 of this Tender Document.

42.3 Such action by the Employer as aforesaid the termination of the Contract under this clause shall not entitle the Contractor to reduce the value of the Contract Performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value and for the full period of the Contract including guarantee period.

Liquidated damages accrue @0.5% of the order value for every week of delay subject to a maximum of 10%. Delay in supplies / completion of services attracts recovery of liquidated damages.

Any such recovery or liquidated damages shall not in any way relieve the bidder from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.

#### **43.0 TERMINATION OF CONTRACT ON EMPLOYER`S INITIATIVE**

- 43.1 The Employer reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled ‘Contractor’s Default’. The Employer shall in such an event give fifteen (15) days’ notice in writing to the Contractor of his decision to do so.
- 43.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Employer, stop all further sub-contracting or purchasing activity related to the work terminated, and assist Employer in maintenance, protection, and disposition of the works acquired under the Contract by the Employer. In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.
- 43.3 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Employer is satisfied that the legal representatives of the individual Contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract the Employer shall be entitled to cancel the Contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor’s firm on account of the cancellation of the Contract. The decision of the Employer that the legal representatives of the deceased Contractor or surviving partners of the Contractor’s firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Employer shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor’s firm liable to damages for not completing the Contract.

#### **44.0 FRUSTRATION OF CONTRACT**

- 44.1 In the event of frustration of the Contract because of supervening impossibility in terms of Section 56 of the Indian Contract Act, parties shall be absolved of their responsibility to perform the balance portion of the Contract, subject to provisions contained in sub-clause 45.3 below.
- 44.2 In the event of non-availability or suspension of funds for any reasons, whatsoever (except for reason of wilful or flagrant breach by the Employer) and/or Contractor then the works under the Contract shall be suspended. Furthermore, if the Employer is unable to make satisfactory alternative arrangements for financing to the Contractor in accordance with the terms of the Contract within three months of the event, the parties hereto shall be relieved from carrying out further obligations under the Contract treating it as frustration of the Contract.
- 44.3 In the event referred to in sub-clauses 45.1 & 45.2 above the parties shall mutually discuss to arrive at reasonable settlement on all issues including amounts due to either party for the work already done on “Quantum merit” basis, which shall be determined by mutual agreement between the parties.

#### **45.0 GRAFTS AND COMMISSIONS ETC.**

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner(s), agent(s), officer(s), director(s), employee(s) or servant(s) or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Employer, shall in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damage to the Employer resulting from any cancellation. The Employer shall then be entitled to deduct the amount so payable from any monies otherwise due to Contractor under the Contract.

### **E. RESOLUTION OF DISPUTES**

#### **46.0 SETTLEMENT OF DISPUTES**

46.1 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.

46.2 If any dispute or difference of any kind, whatsoever, shall arise between the Employer and the Contractor, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the 3<sup>rd</sup> Party Agency / officer, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the Employer and the Contractor.

46.3 Save as hereinafter provided, such decision in respect of every matters so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence, whether he or the Employer requires arbitration as hereinafter provided or not.

46.4 If after the 3<sup>rd</sup> Party Agency / officer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.

46.5 In the event of the 3<sup>rd</sup> Party Agency / officer failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either the Employer or the Contractor being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

#### **47. Settlement of Disputes (Clause 27)**

The dispute settlement mechanism to be applied pursuant to GCC Clauses shall be as follows:

- As specified in the Government of Karnataka circular No: LAW 273 LAC 2012(p) dt: 10-01-2014 and the proceedings shall be held at Bengaluru.
- “Any dispute or difference or claim arising out of or in connection with, or relating to the present contract or the breach, termination or invalidity thereof shall be referred and settled under the Arbitration centre-Karnataka (Domestic and International) Rules 2012, by a one or more arbitrators appointed in accordance with its rules”
- In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the above Govt. of Karnataka circular No: LAW 273 LAC 2012(p) dt: 10-01-2014 and the proceedings shall be held at Bengaluru.
- Arbitration proceedings shall be held at Bengaluru Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- The decision of the of arbitrator shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc., of its proceedings shall be borne by each party itself.

#### **49.0 RECONCILIATION OF ACCOUNTS**

The Contractor shall prepare and submit every six months, a statement covering payments claimed and the payments received vis-à-vis the works executed, for reconciliation of accounts with the Employer. The Contractor shall also prepare and submit a detailed account of Employer Issue materials received and utilized by him for reconciliation purpose in a format to be discussed & finalized with the Employer before the award of Contract.

**END OF SECTION - GCC**

## **SECTION-ECC**

### **ERECTION CONDITIONS OF CONTRACT**

#### **1.0 GENERAL**

- 1.1 The following shall supplement the conditions already contained in other parts of these specifications and document and shall govern the portion of the work of this Contract to be performed at Site.
- 1.2 The Contractor upon signing of the Contract shall, in addition to a Project Coordinator, nominate another responsible officer as his representative at Site suitably designated for the purpose of overall responsibility and coordination of the works to be performed at Site. Such person shall function from the Site office of the Contractor during the pendency of Contract.

#### **2.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES**

- 2.1 The Contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the Minimum Wages Act, 1948 and the Payment of Wages Act (both of the Government of India) and the rules made there under in respect of any employee or workman employed or engaged by him or his Sub-Contractor.
- 2.2 All registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be to the account of the Contractor. However, any registration, statutory inspection fees lawfully payable under any statutory laws and its amendments from time to time during erection in respect of the equipment ultimately to be owned by the Employer, shall be to the account of the Employer. Should any such inspection or registration need to be re-arranged due to the fault of the Contractor or his Sub Contractor, the additional fees to such inspection and/or registration shall be borne by the Contractor.

#### **3.0 EMPLOYER'S LIEN ON EQUIPMENT**

The Employer shall have lien on all equipment including those of the Contractor brought to the Site for the purpose of erection, testing and commissioning of the equipment to be supplied & erected under the Contract. The Employer shall continue to hold the lien on all such equipment throughout the period of Contract. No material brought to the Site shall be removed from the Site by the Contractor and/or his Sub-Contractors without the prior written approval of the Nodal officer.

#### **4.0 INSPECTION, TESTING AND INSPECTION CERTIFICATES**

The provisions of the clause entitled Inspection, Testing and Inspection Certificates under Technical Specifications; Section GTR shall also be applicable to the erection portion of the Works. The 3<sup>rd</sup> Party Agency / officer shall have the right to re-inspect, any equipment though previously inspected and approved by him at the Contractor's works, before and



after the same are erected at Site. If by the above inspection, the Nodal officer rejects any equipment, the Contractor shall make good for such rejections either by replacement or modifications/repairs as may be necessary to the satisfaction of the Nodal officer. Such replacement will also include the replacements or re-execution of such of those works of other Contactors and/or agencies, which might have got damaged or affected by the replacements or re-work done to the Contractor's work.

## **5.0 ACCESS TO SITE AND WORKS ON SITE**

- 5.1 Suitable access to and possession of the Site shall be afforded to the Contractor by the Institutes in reasonable time.
- 5.2 The Institutes shall have the necessary foundations to be provided by him ready, as per the agreed schedule for the execution of the individual phases of works.
- 5.3 The works so far as it is carried out on the Institutes premises, shall be carried out at such time as the Institutes may approve and the Institutes shall give the Contractor reasonable facilities for carrying out the works.
- 5.4 In the execution of the works, no person other than the Contractor or his duly appointed representative, and workmen, shall be allowed to do work on the Site, except by the special permission, in writing of the Nodal officer or his representative.

## **6.0 CO-OPERATION WITH OTHER CONTRACTORS**

- 6.1 The 3<sup>rd</sup> Party Agency / Officer shall be notified promptly by the Contractor of any defects in the other Contractor's works, if any, that could affect the Contractor's Works. The Nodal officer shall determine the corrective measures, if any, required to rectify this situation after inspection of the works and such decision by the Nodal officer shall be binding on the Contractor.

## **7.0 DISCIPLINE OF WORKMEN**

The Contractor shall adhere to the disciplinary procedure set by the 3<sup>rd</sup> Party Agency / officer in respect of his employees and workmen at Site. The 3<sup>rd</sup> Party Agency / officer shall be at liberty to object to the presence of any representative or employee of the Contractor at the Site, if in the opinion of the Nodal officer such employee has misconduct himself or is incompetent or negligent or otherwise undesirable and then the Contractor shall remove such a person objected to and provide in his place a competent replacement.

## **8.0 CONTRACTOR'S FIELD OPERATION**

- 8.1 The Contractor shall keep the 3<sup>rd</sup> Party Agency / officer informed in advance regarding his field activity plans and schedules for carrying-out each part of the works. Any review of such plan or schedule or method of work by the officer shall not relieve the Contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the officer or the Employer or any of his representatives and no claim of the Contractor will be entertained because of the

failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.

8.2 The Contractor shall have the complete responsibility for the conditions of the Work-site including the safety of all persons employed by him or his Sub Contractor and all the properties under his custody during the performance of the work. This requirement shall apply continuously till the completion of the Contract and shall not be limited to normal working hours. The construction review by the officer is not intended to include review of Contractor's safety measure's in, on or near the Work-Site, and their adequacy or otherwise.

## **9.0 PHOTOGRAPHS AND PROGRESS REPORT**

9.1 The Contractor shall furnish three (3) prints each to the 3<sup>rd</sup> Party Agency / officer of progress photographs of the work done at Site. Photographs shall be taken as and when indicated by the Nodal officer or his representative. Photographs shall be adequate in size and number to indicate various stages of erection. Each photograph shall contain the date, the name of the Contractor and the title of the photograph.

9.2 The above photographs shall accompany the monthly progress report detailing out the progress achieved on all erection and commissioning activities as compared to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures, wherever necessary.

## **10.0 MAN-POWER REPORT**

10.1 The Contractor shall submit to the 3<sup>rd</sup> Party Agency / officer, on the first day of every month, a man hours schedule for the month, detailing the man hours scheduled for the month, skill-wise and area-wise.

10.2 The Contractor shall also submit to the 3<sup>rd</sup> Party Agency / officer, on the first day of every month, a man-power report of the previous month detailing the number of persons scheduled to have been employed and actually employed, skill-wise and the areas of employment of such labour.

## **11.0 PROTECTION OF WORK**

The Contractor shall have total responsibility for protecting his works till it is finally taken over by the 3<sup>rd</sup> Party Agency / officer. No claim will be entertained by the Employer or by the Nodal officer for any damage or loss to the Contractor's works and the Contractor shall be responsible for complete restoration of the damaged works to original conditions to comply with the specification and drawings, should any such damage to the Contractor's works occur because of any other party not being under his supervision or control. The Contractor shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the Contractor and the other party or parties concerned regarding the responsibility for damage to the Contractor's works, the same shall be resolved as per the provisions of the Clause 7.0 above entitled

"Cooperation with other Contractors". The Contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such dispute. The Contractor shall proceed to repair the Work immediately and no cause thereof will be assigned pending resolution of such disputes.

## **12.0 EMPLOYMENT OF LABOUR**

- 12.1 The Contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. No female labour shall be employed after darkness. No person below the age of eighteen years shall be employed.
- 12.2 All travelling expenses including provisions of all necessary transport to and from the Site, lodging allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor.
- 12.3 The hours of work on the Site shall be decided by the Employer and the Contractor shall adhere to it. Working hours will normally be eight (8) hours per day-Monday through Saturday.
- 12.4 The Contractor's employees shall wear identification badges while on work at Site.
- 12.5 In case the Employer becomes liable to pay any wages or dues to Labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission of the Contractor, the Employer may make such payment and shall recover the same from the Contractor's bills.

## **13.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR**

### **13.1 Tools and tackles**

The Contractor shall provide all the construction equipment; tools, tackles required for pre-assembly, erection, testing and commissioning of the equipment covered under the Contract.

### **13.2 First-aid**

- 13.2.1 The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the Site. Enough number of Contractor's personnel shall be trained in administering first-aid.
- 13.2.2 The Employer will provide the Contractor, in case of any emergency, the services of an ambulance for transportation to the nearest hospital.

### **13.3 Cleanliness**

- 13.3.1 The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All such rubbish and scrap material/ debris shall be stacked or

disposed of in a place to be identified by the institute authorities/ officer. Materials and stores shall be so arranged to permit easy cleaning of the area.

#### **14.0 FIRE PROTECTION**

14.1 The work procedures that are to be used during the erection shall be those, which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the Site at least once each day.

#### **15.0 SECURITY**

The Contractor shall have total responsibility for all equipment and materials in his custody/stores, loose, semi-assembled and/or erected by him at Site. The Contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the Contractor shall enter and leave the project site only with the written permission of the principal of the institute / 3<sup>rd</sup> Party Agency / Officer in the prescribed manner.

#### **16.0 CONTRACTOR'S CO-OPERATION WITH THE EMPLOYER**

In case where the performance of the erection work by the Contractor affects the operation of the system facilities of the institute, such erection work of the Contractor shall be scheduled to be performed only in the manner stipulated by the 3<sup>rd</sup> Party Agency / officer and the same shall be acceptable at all times to the Contractor. The 3<sup>rd</sup> Party Agency / officer may impose such restrictions on the facilities provided to the Contractor such as electricity, water, etc. as he may think fit in the interest of the institute and the Contractor shall strictly adhere to such restrictions and co-operate with the 3<sup>rd</sup> Party Agency / officer. It will be the responsibility of the Contractor to provide all necessary temporary instrumentation and other measuring devices required during start-up and operation of the equipment systems, which are erected by him.

#### **17.0 MATERIALS HANDLING AND STORAGE**

17.1 All the equipment furnished under the Contract and arriving at Site shall be promptly received, unloaded, transported and stored in the storage spaces by the Contractor.

17.2 Contractor shall be responsible for examining all the shipment and notify the 3<sup>rd</sup> Party Agency / officer immediately of any damages, storage, discrepancy etc, for the purpose of Nodal officer's information only. The Contractor shall submit to the Nodal officer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damages in transit, handling and/ or in storage and erection of the equipment at Site. Any demurrage" warfare and other such charges claimed by the transporters, railways etc, shall be to the account of the Contractor.

17.3 The Contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the officer in-charge.

- 17.4 All equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings, etc. shall be used for unloading and/or handling of the equipment without the specific written permission of the 3<sup>rd</sup> Party Agency / officer. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at Site.
- 17.5 The Contractor shall ensure that all the packing materials and protection devices, used for various equipment during transit and storage, are removed before the equipment are installed.
- 17.6 The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.
- 17.7 All the materials stored in the open or dusty location must be covered with suitable weatherproof and flame proof covering material wherever applicable.
- 17.8 If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the 3<sup>rd</sup> Party Agency / officer will have the right to get it moved to the area earmarked for the Contractor at the Contractor's cost.
- 17.9 The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment, which require indoor storage. Normally all the electrical equipment such as panels MCCB's and other consumables. shall be stored in the closed storage space. The 3<sup>rd</sup> Party Agency / officer, in addition, may direct the Contractor to move certain other materials, which in his opinion will require indoor storage, to indoor storage areas, which the Contractor shall strictly comply with.

## **18.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY**

- 18.1 The Contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the Employer and all public and private property including structures, building, other plants and equipment and utility either above or below the ground.
- 18.2 The Contractor will ensure provision of necessary safety equipment such as barriers, signboards, warning lights and alarms, etc. to provide adequate protections to persons and property. The Contractor shall be responsible to give reasonable notice to the 3<sup>rd</sup> Party Agency / officer and the Employer of public or private property and utilities when such property and utilities are likely to get damaged or injured during the performance of his works and shall make all necessary arrangements with such Employers, related to removal and/ or replacement or protection of such property and utilities.

## **19.0 INSURANCE**

- 19.1 In addition to the conditions covered under the Clause entitled 'Insurance' in General Terms and Conditions of Contract of this Tender Document, the following provisions will

also apply to the portion of works to be done beyond the Contractor's own or his Sub-Contractor's manufacturing Works.

## 19.2 Workmen's Compensation Insurance

This insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India). This policy shall also cover the Contractor against claims for injury, disability, disease or death of his or his Sub-Contractor's employee, which for any reason are not covered under the Workmen's Compensation Act, 1948. The liabilities shall not be less than:

Workmen's Compensation: As per statutory Provisions

Employee's liability: As per statutory Provisions

## 19.3 Comprehensive General Liability Insurance

19.3.1 The insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act of omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractors or from riots, strikes and civil commotion. This insurance shall also cover all the liabilities of the Contractor arising out of the Clause entitled 'Defence of Suits' under General Terms and Conditions of Contract of this Tender Document.

19.3.2 The hazards to be covered will pertain to all the works and areas where the Contractor and his employees have to perform work pursuant to the Contract.

19.3.3 The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractors to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.

## 20 UNFAVOURABLE WORKING CONDITIONS

The Contractor shall confine all his field operations to those works, which can be performed without subjecting the equipment and materials to adverse effects during inclement weather conditions, like monsoon, storms etc. and during other unfavourable construction conditions. No field activities shall be performed by the Contractor under conditions, which might adversely affect the quality and efficiency thereof, unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such Works and with the concurrence of the 3<sup>rd</sup> Party Agency / Officer. Such unfavourable construction conditions will in no way relieve the Contractor of his responsibility to perform the Works as per the schedule.

## 21 CODE REQUIREMENTS

The erection requirements and procedures to be followed during the installation of the equipment shall be in accordance with the relevant Codes and accepted good nodal

officering practice, the Nodal officer's drawings and other applicable Indian recognized codes and laws and regulation of the Government of India.

## **22 CHECK OUT OF CONTROL SYSTEMS**

After completion of wiring, cabling furnished under separate specification and laid and terminated by the Employer, the Contractor shall check out the operation of all control system for the equipment furnished and installed under these specifications and documents in this tender document.

### **24.0 CABLING**

- 24.1 All cables shall be supported by conduits run in air or in cable channels. These shall be supported by installed in exposed runs parallel or perpendicular to dominant surface with right angle turn made of symmetrical bends for fittings, otherwise as directed by the Nodal officer.
- 24.2 Each cable, whether power or control, shall be provided with a metallic or plastic tag of an approved type, bearing a cable reference number indicated in the cable and conduit list (prepared by the Contractor), at every 5-meter run or part thereof and at both ends of the cable adjacent to the terminations. Cable routing is to be done in such a way that cables are accessible for any maintenance and for easy identification.
- 24.3 Sharp bending and kinking of cables shall be avoided. The minimum radii for PVC insulated cables 220 V grade shall be  $15 D$ , where  $D$  is the overall diameter of the cable. Installation of other cables like high voltage, coaxial, screened compensating, mineral insulated shall be in accordance with the cable manufacturer's recommendations.
- 24.4 In each cable run some extra length shall be kept at a suitable point to enable one or two straight through joints to be made, should the cable develop fault at a later date.
- 24.5 The connectors for control cables shall be covered with a transparent insulating sleeve so as to prevent accidental contact with ground or adjacent terminals and shall preferably be terminated in terminal boxes. The insulating sleeve shall be fire resistant and shall be long enough to over pass the conductor insulation. All control cables shall be fanned out and connection made to terminal blocks and test equipment for proper operation before cables are corded together.

**END OF SECTION- ECC**