



Commission or Indian Standard Institution or Bureau of Indian Specification shall be applicable.

3.7 INSPECTION AND TESTS

- 3.7.1 Mango Post Harvest Handling Centre, Madikere Cross, Chinthamani or its duly authorized representatives shall have the right to inspect and /or to test the goods to confirm their quality according to the contract and shall have access to the successful bidder's works premises and the power to inspect and examine the materials and workmanship of the Solar PV Power Plant at all reasonable times.
- 3.7.2 The successful bidder shall inform Deputy Director of Horticulture Mango post Harvest handling centre, Madikere cross, Chinthamani through a written notice regarding any material being ready for testing at least 7 days in advance. The conditions of contract and/or the technical specifications shall specify what inspections and tests shall be examined by Deputy Director of Horticulture Mango post Harvest handling centre, Madikere cross, Chinthamani. All the arrangements of necessary equipment and expenses for such tests shall be on the successful bidder's account excluding the expenses of the inspector.
- 3.7.3 Deputy Director of Horticulture Mango post Harvest handling centre, Madikere cross and Chinthamani/chikkaballapur Inspector, unless the witnessing of the tests is waived off, will inspect and attend such test within 7 days from the date on which the equipment are notified as being ready for test /inspection. MNRE or any Government officer may also be present at the time of such testing.
- 3.7.4 Deputy Director of Horticulture Mango post Harvest handling centre, Madikere cross, Chinthamani shall within 7 days, give written notice to the successful bidder, about any objection regarding the quality of the system. The successful bidder shall either make the necessary modifications to remove the cause of such objection or shall clarify the objections in writing if modifications are not necessary to comply with the contract.
- 3.7.5 After satisfactory testing of the systems during inspection, Deputy Director of Horticulture Mango post Harvest handling centre, Madikere cross, Chinthamani/chikkaballapur's Inspector shall issue dispatch clearance for the supply of material at site.
- 3.7.6 The inspection by Deputy Director of Horticulture, Mango post Harvest handling centre, Madikere cross, Chinthamani and issue of dispatch



instruction there on shall in no way limit the liabilities and responsibilities of the successful bidder in respect of the agreed and specified quality. Nothing in GCC clause 8 shall in any way relieve the successful bidder from any Warranty or other obligations under this contract.

- 3.7.7 In case any time the system is not found in accordance with the required technical specifications, the work order(s) shall be cancelled and all the payments made by Deputy Director of Horticulture Mangopost Harvest handling centre, Madikere cross, Chinthamani to the successful bidder shall be recovered. Such contractor shall also be blacklisted from participating in any tender in Deputy Director of Horticulture Mango post Harvest handling centre, Madikere cross, Chinthamani in future.

3.8 TRANSPORTATION

The successful bidder is required to deliver the goods at (Name of the Place) as defined in the scope of work.

3.9 DEMURRAGE WHARFAGE, ETC

All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason shall be on the account of the successful bidder.



3.10 INSURANCE

3.10.1 The goods supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition; transportation and the expenses shall be borne by the successful bidder.

3.10.2 The successful bidder shall arrange security & storage of their materials to avoid any theft or losses during execution of work. Deputy Director of Horticulture, Mango post Harvest handling centre, Madikere cross, Chinthamani will, in no case, shall be responsible for providing any security/storage for the materials & equipment lying at site during execution of work. Under the contract successful bidder shall be responsible for any loss or damage until the systems/ supplies are taken over.

3.11 LIABILITY FOR ACCIDENTS AND DAMAGES

During the Warranty period, the successful bidder shall assume all responsibilities for direct damages covering all type of accident, injury or property damage caused by manufacturing defects or faulty erection on the systems.

3.12 DUTIES AND TAXES

The rates/ prices mentioned in the price-schedule include all applicable taxes, duties & surcharges. No additional payments shall be made by Deputy Director of Horticulture, Mango post Harvest handling centre, Madikere cross, Chinthamani on this account.

3.13 PATENT RIGHT AND ROYALTIES

The successful bidder shall indemnify Deputy Director of Horticulture, Mango post Harvest handling centre, Madikere cross, Chinthamani against all third party claims of infringement of patent, royalties, trademark or industrial design rights arising from use of the goods supplied/ erected by the successful bidder or any part thereof.

3.14 RIGHT TO VARY QUANTITIES

Deputy Director of Horticulture, Mango post Harvest handling centre, Madikere cross, Chinthamani reserves all the rights to increase or decrease the quantity of goods mentioned in the contract, at the time of placement of orders, price will be factorized with reference to L1 bidder's value.



3.15 TERMINATION FOR DEFAULT

Deputy Director of Horticulture, Mango post Harvest handling centre, Madikere cross, Chinthamani without prejudice to any other remedy for breach of contract, by written notice of default sent to the successful bidder, may terminate the contract in whole or in part:

- 3.15.1 If the successful bidder fails to deliver the Services within the allocated time period(s).
- 3.15.2 If the successful bidder fails to perform any other obligation(s) under the contract. However, in the event of termination of the contract in part, the successful bidder shall continue performance of the contract to the extent not terminated.

3.16 TERMINATION FOR INSOLVENCY

Deputy Director of Horticulture, Mango post Harvest handling centre, Madikere cross, Chinthamani may at any time terminate the contract by giving written notice to the successful bidder without compensation to the successful bidder if he becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Deputy Director of Horticulture, Mango post Harvest handling centre, Madikere cross, Chinthamani.

3.17 COMPLETION OF WORK

On completion of the work, the successful bidder shall submit 5 sets of "Executed Report" to Deputy Director of Horticulture Mango post Harvest handling centre, Madikere cross, Chinthamani which will include photographs, drawings and as executed reports of various systems containing details of erection from the point of view of future operation & maintenance of the installed systems. This report must also contain all Technical Details, Detailed Circuit Diagram of the Electronic/ Electrical components of all the system and clearance from respective authorities.

3.18 OTHER CONDITIONS

- 3.18.1 The successful bidder shall not transfer, assign or sublet the work under this contract or any substantial part thereof to any other party without the prior consent of Deputy Director of Horticulture, Mango post Harvest handling centre, Madikere cross, Chinthamani in writing.
- 3.18.2 Deputy Director of Horticulture / Project Officer Mango post Harvest handling centre, Madikere cross, Chinthamani may at any time either stop the work all together or reduce or cut it down by sending notice in writing to the successful bidder. If the work is stopped all together, the



successful bidder will only be paid for work done and expenses distinctly incurred by him as on preparation or the execution of the work up to the date on which such notice is received by him. The decision of Deputy Director of Horticulture Mangopost Harvest handling centre, Madikere cross, Chinthamani regarding assessment of such expenses shall be final and binding on the successful bidder. If the work is cut down, the successful bidder will not be paid any compensation what so ever for the loss or profit which he might have made if he had been allowed to complete all the work awarded to him.

- 3.18.3 Fulfillment of various requirements, not particularly mentioned in the specifications or drawings but necessary for satisfactory and proper completion of the work shall be the successful bidder's responsibility within the prices offered by him.
- 3.18.4 Work carried out without Deputy Director of Horticulture, Mango post Harvest handling centre, Madikere cross, Chinthamani's approval shall not be accepted and Deputy Director of Horticulture, Mango post Harvest handling centre, Madikere cross, Chinthamani shall have rights to get it removed and to recover the cost so incurred from the successful bidder.
- 3.18.5 The successful bidder shall not display the photographs of the work and not take advantage through publicity of the work without written permission of Deputy Director of Horticulture, Mango post Harvest handling centre, Madikere cross, Chinthamani.
- 3.18.6 The successful bidder shall not make any other use of any of the documents or information of this contract, except for the purposes of performing the contract.
- 3.18.7 Deputy Director of Horticulture, Mango post Harvest handling centre, Madikere cross, Chinthamani will not be bound by any Power of Attorney granted/ issued by the successful bidder or by any change in the composition of the firm made during or subsequent to the execution of the contract. However, recognition to such Power of Attorney and change (if any) may be given by Deputy Director of Horticulture, Mango post Harvest handling centre, Madikere cross, Chinthamani after obtaining proper legal advice, the cost of which will be chargeable to the successful bidder concerned.

3.19 STATUTORY ACTS

- 3.19.1 All legal formalities/clearances are to be obtained by the successful bidder regarding the execution of the said work.

3.19.2 In respect of all labour directly or indirectly employed on the work by the successful bidder, the successful bidder shall comply with all the provisions of hiring the contract labour and rules of State/ Central Government or any other authority framed from time to time. The rules and other statutory obligations in this regard will be deemed to be the part of this contract.

3.19.3 The successful bidder shall comply with the all the Acts & rules and regulations, laws and by-laws framed by State/ Central Government/ organization in whose premises the work has to be done. Mango post Harvest handling centre, Madikere cross, Chinthamani shall have no liabilities in this regard.

3.20 APPLICABLE LAW

The contract/tender shall only be interpreted under Indian laws. The Courts of Bangalore shall have the exclusive jurisdiction in all matters arising under this contract/tender.

3.21 NOTICES

3.21.1 Any notice to be given by one party to the other, pursuant to the contract shall be sent in writing. A notice shall be effective when delivered or from the effective date mentioned in the notice, whichever is later.

3.21.2 Notices, statements and other communications sent by Deputy Director of Horticulture Mango post Harvest handling centre, Madikere cross, Chinthamanito the successful bidder at his specified addresses through registered post/ email/ fax shall be deemed to be delivered to the successful bidder.

3.22 APPLICATION

These general conditions shall apply to the extent that provisions in other parts of the contract do not supersede them.

3.23 PAYMENT TERMS AND CONDITIONS

3.23.1 100% payment will be done after the Successful commissioning and synchronization to the grid against the receipt of 17% bank gurantee.

3.23.2 17% bank gurantee will be returned after the submission of 3 months inspection and evaluation report.

3.23.4 3% bank gurantee submitted during work order will be returned after 12 months from the successful completion of the project.



3.23.5 The tenderer will not pay any interest amount during its period for the bank guarantees submitted by the bidder.

3.24 PAYMENT TERMS FOR MGIRED CONSULTANCY FEE

3.24.1 The bidder should take Rs 1,87,500 plus GST into consideration while calculating the financial bid of the entire project, which has to be paid to MGIRED as consultancy fee.

3.24.2 The bidder should disburse the above said amount in stages as specified in the below mentioned clauses.

3.24.2.a After the selection of lowest successful bidder Rs 62,500 plus GST.

3.24.2.b After successful installment of the SRTPV system Rs 62,500 plus GST.

3.24.2.c After third party evaluation Rs 62,500 plus GST.

3.24.3 Bidder should raise invoice addressing to Deputy Director of Horticulture, Mangopost Harvest handling centre, Madikere cross, Chinthamani at every stage as specified in the preceding clause and channelize the payment in favor of Executive Director MGIRED.

Note:

1. No price escalation due to any reason (including any change in the applicable taxes, duties, surcharge etc.) shall be considered by Deputy Director of Horticulture, Mangopost Harvest handling centre, Madikere cross, Chinthamani during the validity/ extended validity of the contract agreement
2. All the bank guarantees should be made from nationalized bank or from any scheduled commercial bank of repute, having its branch in Chinthamani.

3.25 MODULE MOUNTING STRUCTURE (MMS)

Modules shall be mounted on a non-corrosive support structures (Hot dip Galvanized) towards south facing and at a suitable inclination to maximize annual energy output. Support structure design and foundation or fixation mounting arrangements should withstand horizontal wind speed up to 150 km/hr and adhere to MNRE standards of building code for SRTPVS. **There is no scope of drilling for installation of MMS, pathways. The bidder has to take permission from Deputy Director of Horticulture, Mangopost Harvest handling centre, Madikere cross, Chinthamani before installation and it is recommended to use super adhesive which complies UL746C certification and which holds structure for 25 years. Prior to the approval of the project, 5kWp solar panel, mms, cabling sample, pathway, earthing has to**



be demonstrated in the presence of Deputy Director of Horticulture, Mango post Harvest handling centre, Madikere cross, Chinthamani in order to seek his approval.

3.26 DC DISTRIBUTION BOARD (DCDB)

A DCDB shall be provided in between grid tied inverter and Solar Array. It shall have circuit breaker of Suitable rating, DC fuses for connection and disconnection of array section with suitable surge protection and MCB.

3.27 TEST REPORTS

Performance of PV module, inverter, cables, meters and any other major component must be tested and approved by one of the IEC / NABL accredited testing laboratories including Solar Energy Centre.

3.28 WARRANTY

- **PV modules used in solar power plant must be warrantied for their output peak watt capacity, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.** The mechanical structures, electrical works including Power conditioners/ inverters/ charge controllers/ maximum power point tracker units/ distribution boards/ digital meters/ switchgear/ storage batteries, etc. and overall workmanship of the SPV power plants/ systems must be warranted against any manufacturing/ design/ installation defects for the term of the contract.
- **Inverters used in solar power plant must have a free replacement warranty for a minimum of 10 years.**
- The mechanical structures, electrical works including Power conditioners/ charge controllers/ maximum power point tracker units/ distribution boards/ digital meters/ switchgear/ storage batteries, etc. and overall workmanship of the SPV power plants/ systems must be warranted against any manufacturing/ design/ installation defects for the term of the contract.

3.29 OPERATION MANUAL

Five Copies of Operation, Instruction and Maintenance Manual, in English should be kept at the MANGO POST HARVEST HANDLING CENTRE, MADIKERE CROSS, CHINTHAMANI premises/provided. The detailed diagram of wiring and connection diagrams should also be provided with the manual.

3.30 CONFIDENTIALITY

The Bidder agrees that, all information pertaining to Mango post Harvest handling centre, Madikere cross, Chinthamani's business and other information by Mango post Harvest handling centre, Madikere cross, Chinthamani are confidential information of Mango post Harvest handling centre, Madikere cross, Chinthamani. The same shall be kept confidential and shall not be disclosed to any third party without the prior written approval of Mango post Harvest handling centre, Madikere cross, Chinthamani.