



f) **Cable Laying:** All cable routes shall be carefully measured and cables cut to the required lengths, leaving sufficient lengths for the final connection of the cable to the terminal of the equipment. The various cable lengths cut from the cable reels shall be carefully selected to prevent undue wastage of cables.

ix. **PRE DISPATCH INSPECTION:**

The contractor shall offer the material for pre-dispatch inspection by ITI Ltd.

x. **COMPLETION PERIOD**

Installation and commissioning of the SPV system should commence immediately after release of work order and Installation & commissioning should be completed within **5 Months** from the date of work order & may be extended depending upon the field situation with prior permission from ITI Ltd..

**General terms:** Contractor shall follow all the provisions as per labour law (including piece rate and petty contractors) shall comply fully with all laws and statutory regulations pertaining to engagement, payment and upkeep of labour in India.

xi. **Drawings & Certifications:**

Following drawings shall be submitted by contractor after placement of LOA/work order.

- a) General Arrangement of System(GAD)
- b) Part drawing of structures
- c) Complete Electric drawing of system (detailed SLD)
- d) Weight analysis of system
- e) Civil foundation drawings
- f) Wind Speed withstand capacity certificate duly certified by chartered engineer
- g) STAD Report duly certified by chartered engineer
- h) Building stability /soil test suitable for solar plant

**3. STANDARDS and CERTIFICATES**

A. The goods supplied and works executed under this contract shall conform to the standards mentioned in the technical specification and where no applicable standard is mentioned, the latest version of Indian Standard Institution or Bureau of Indian Specification shall be applicable.



**B.** The Bidder shall submit all the valid test certificates and reports of the system components following the latest MNRE Guidelines and the same components shall be supplied for which the test reports /certificates are submitted.

### **C. MINIMUM GUARANTEED GENERATION**

The bidder shall furnish the guaranteed minimum energy generation from Survey, Design, Fabrication, Supply, Installation, Testing and Commissioning of 1200 KW Grid Connected Solar PV Power Plant Ground Mounted Net- Metering with 05 Years of Comprehensive Operation & Maintenance Contract. The evaluation of minimum yearly guaranteed generation for Solar PV System must be equal to  $4.0 \text{ units} * 320 \text{ days} * 1200 \text{ kW} = 1536000$  units/year.

If system produces units below guaranteed generation as mentioned above, then penalty of **Rs.6/-per unit** will be levied. Hence, bidder has to quote accordingly.

### **4. INSTRUCTIONS**

- A.** Bidder shall upload Information, Experience Certificates, Test Reports and other such relevant documents specified in the list of other important documents.
- B.** The bidder should visit the site & carryout the survey and upload the certificate indicating that the survey is carried out by the bidder as per **Appendix - V**. The tender submitted without site visit report will be rejected out rightly.
- C.** The technical proposals confirming to eligibility criteria and found satisfactory will be taken up for detailed technical evaluation. A technical evaluation committee shall evaluate the bids submitted by bidders for detailed scrutiny. During evaluation of the technical bids, ITI Ltd may ask the bidders for clarification of their bid.
- D.** In case bidder does not fulfill the technical bid the financial bid shall not be opened & he shall be disqualified from further bidding process.
- E.** Price Proposals of bidders qualifying above conditions shall be subsequently opened. The time and date of the opening of the Price bid shall be intimated to the qualified bidders by E-Tendering only.
- F.** All Technically Qualified bidders shall be informed about the date of opening of price bid and to attend the price bid opening.



**G.** Bidders are advised to go through the tender documents minutely and any clarifications if required may be sought with 5 days of the notice of tender

**H.** The Bidder shall submit valid copies of-

1. GST registration certificate
2. PAN and Service Tax Registration Certificate issued by appropriate authority.
3. Income Tax Returns of previous three assessment years.
4. ITI Ltd. reserves the right to reject or accept any overall tenders without assigning any reasons thereof.
5. The work order is not transferable. Subletting is not allowed.

## **5. COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of bid and ITI Ltd. will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **6. LANGUAGE OF BID**

All documents, drawings, instructions, design data, calculations, operation, maintenance and safety manuals, reports, labels and any other data shall be in English Language. The contract agreement and all correspondence between the ITI Ltd. and the bidder shall be in English language. Supporting documents and printed literature furnished by the bidder if provided in another language it shall be accompanied by an accurate translation of the relevant passages in the English language duly authenticated and certified by the bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

## **7. DOCUMENTS COMPRISING THE BID**

Bids shall be submitted along with original documents duly signed and stamped on all pages by the authorized signatory in E-Tendering site.

### **Part I - Technical Proposal:**

Bidder shall submit relevant certificates to fulfill the eligibility criteria prescribed in the tender document along with following documents /information.

- Bidders Information Sheet
- Annual Turnover
- Self-Certification of No Barr/non-failure/blacklisted.



- Installation and Performance Credentials
- Experience for installation and commissioning of SPV power plants.
- Product technical specifications
- Standards maintained for various components to be used in the project.
- Safety consideration for system protection
- Warranty certification of equipments/components

The Bidder is expected to verify all instructions, forms, terms and specifications in the Tender Document. Failure to furnish all information required in the tender document will be at the Bidders risk and may result in rejection of the bid.

### **Part II - Financial Proposal:**

#### **A. PERFORMANCE SECURITY DEPOSIT:**

1. **The Bidder shall furnish Performance Security Deposit (SD) @ 3 % of total Contract Value before issuing of PO/ Work Order. PO /work order will be issued only after submission of SD.** SD must be submitted by Demand Draft / FDR/ Bank Guarantee of nationalized/scheduled bank in favour of ITI Limited, Mankapur.
2. The security deposit shall be released to the Bidder within two month after completion of warranty/AMC duration to the satisfaction of the ITI Ltd.
3. The security deposit shall be liable to be forfeited wholly or partly at the sole discretion of the ITI Ltd., if the Bidder either fails to execute the work of above projects or fails to fulfill the contractual obligations or fails to settle in full his dues to the ITI Ltd.
4. In case of premature termination of the contract, the security deposit will be forfeited and the ITI Ltd will be at liberty to recover the losses suffered by it & if additional cost is to be paid, the same shall be recovered from the Bidder.
5. The ITI Ltd is empowered to recover from the security deposit for any sum due and for any other sum that may be fixed by the ITI Ltd. as being the amount or loss or losses or damages suffered by it due to delay in performance and / or non-performance and / or partial performance of any of the conditions of the contract and / or non-performance of guarantee obligations.



**8. PRICE VARIATION**

Under any circumstances & for any reasons, escalation in the contract value will not be considered by ITI Ltd.

**9. JURISDICTION**

In case of any dispute, in the documentation and during implementation, commissioning, completion and CMC period, all the matter will be resolve under Gonda Jurisdiction only.

**10. TIMEFRAME**

The time frame for the completion of work is **5 Months** from the date of issue of work order.

**11. PERIOD OF VALIDITY OF BID**

**A.** Bids shall remain valid for 150 days after the date of opening of Technical Bid. A Bid valid for a shorter period shall be rejected by ITI as non-responsive.

**B.** In exceptional circumstances, ITI may solicit the Bidders consent to extend the period of validity. The request and the responses there to shall be made in writing. The EMD provided shall also be suitably extended. A Bidder granting the request will not be required nor permitted to modify its bid.

**12. MODE OF SUBMISSIONS OF BID**

The Bids shall be submitted **ON Line** only along with original bid documents duly signed and seal by authorized representative of the bidder.

**13. DEADLINE FOR SUBMISSION OF BIDS:**

Bids shall be submitted physically by the bidder not later than the time and date specified in the invitation for Bids. The ITI may, at the discretion, extend this deadline for submission of bids by issuing an addendum, in which case all rights and obligations of ITI and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**14. CLARIFICATION OF BIDS:**

During evaluation of Bids, ITI Ltd. may, at its discretion, ask the Bidder for a clarification of its bid.

**15. PRELIMINARY EXAMINATION:**



- A. The ITI will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sure ties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- B. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail. If the Bidder does not accept the correction of errors, its bid will be rejected.
- C. The Bidder is required to carefully examine the Technical Specification, terms and Conditions of Contract, and other details relating to supplies as given in the Bid Document.
- D. The Bidder shall be deemed to have examined the bid document including the agreement/ contract to have obtained information on all matters whatsoever that might affect to execute the project activity and to have satisfied himself as to the adequacy of his bid. The bidder shall be deemed to have known the scope, nature and magnitude of the supplies and the requirements of material and labour involved etc. and as to all supplies he has to complete in accordance with the Bid document.
- E. Bidder is advised to submit the bid on the basis of conditions stipulated in the Bid Document.
- F. Bidder's standard terms and conditions if any will not be considered. The cancellation/ alteration/ amendment/ modification in Bid documents shall not be accepted by ITI Ltd.
- G. Bid not submitted as per the instructions to bidders is liable to be rejected. Bid shall confirm in all respects with requirements and conditions referred in this bid document.

**16. ACCEPTANCE OR REJECTION OF BIDS:**

- A. ITI reserves the right to accept or reject any bid or all the bids and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability or any obligation to inform the affected bidder or bidders of the grounds for the said action.
- B. Any Bid with incomplete information is liable for rejection.



- C. For each category of pre-qualification criteria, the documentary evidence is to be produced duly attested by the authorized representative of the bidder and serially numbered. If the documentary proof is not submitted for any/ all criteria the Bid is liable for rejection.
- D. If any information given by the bidder is found to be false/fictitious, the Bidder will be debarred for 3 years from participating in any other tenders of ITI and will be black listed.

## **17. CRITERIA FOR BIDS EVALAUTION**

Bids will be evaluated as following

### **A. Technical Bid Evaluation:**

Only Technical Proposals conforming to minimum eligibility criteria and found to be responsive will be taken up for detailed technical evaluation. A technical/ tender committee shall evaluate the Bids submitted by bidders for a detailed scrutiny. During evaluation of Bids, ITI, may, at its discretion, ask the bidders for clarification of their Proposals.

### **B. Financial Bid Evaluation:**

The price bids of the technically eligible bidders will then be evaluated in the manner provided below;

1. At the outset, the price bids of all the Bidders who are technically qualified in technical evaluation shall be opened in the presence of the Finance dept Representatives.
2. The bidder's names, the Bid Prices, total amount of each bid and other details as ITI Ltd. may consider appropriate, will be announced and recorded by ITI Ltd. at the opening.
3. Bidder that has quoted the lowest price (inclusive of all the taxes/ duties) without breach any technical specification as per terms and condition shall be declared as the preferred Bidder.
4. The work orders shall be issued to the successful bidder who ever qualifies in the complete process as mentioned above.

## **17. AWARD CRITERIA AND AWARD OF CONTRACT:**

ITI Ltd. will award the contract to the successful bidder whose bids has been determined to be substantially responsive and has been determined as the lowest evaluated bid as per the criteria mentioned above, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.



## **19. CORRUPT OR FRAUDULENT PRACTICES:**

ITI requires that Bidders shall observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, ITI Ltd. Defines, for the purposes of this provision, the terms set forth as follows:

**A. Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution ;and

**B. 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 Bidders (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:

1. will reject a proposal for award if it determines that the Bidder recommended forward has engaged in corrupt or fraudulent practices in competing for the contract in question;
2. will declare a firm ineligible for a period of 3 years, if it at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for awarded work at Government financed contract, or in executing, a contract.

## **20. CONDITIONS FOR ISSUING WORK ORDER TO LOWEST BIDDER:**

**A.** If declared L1, as per financial bid evaluation, the bidder has to submit description and physical specification of materials in detail along with Single Line Diagram (SLD) of solar plant duly certified by chartered engineer which will be used in project Also a letter of undertaking on the letter head of bidders company mentioning similar material (with same specification and description) will be used/replicated at all awarded project sites needs to be submitted.

**B.** The bidder has to submit documents related to labour insurance and material insurance.





## 21. TERMS OF PAYMENT:

### A. PAYMENT SCHEDULE:

- 1. 40% Payment** - Payment of 40% of contract value shall be released to contractor after supply of complete material at site (as per detailed BOQ) required for installation-commissioning of 1200 kWp Grid Connected SPV Power Plant duly certified by ITI Ltd, submission of final drawings and approval of drawings from ITI Engineer In-charge.
- 2. 30% Payment** – Payment of 30% of contract value shall be released to contractor after erecting the complete Mechanical structures & fixing of all SPV Modules of 1200 KWp grid connected solar plant.
- 3. 20% Payment** – Payment of 20% of contract value shall be released to contractor after successfully installation and commissioning of complete 1200 kWp Grid Connected SPV Power Plant along with photographs of the installation and approval of NET METER/ZERO EXPORT DEVICE from DISCOM.

**Note: Release of payment as per Payment Schedule for clause 1, 2 & 3 are 15 days subject to verification & acceptance by ITI Ltd.**

- 4. 10% Payment** – 2% Payment shall be released at the end of each year of completion of successful Operation & maintenance for a period of 5 years.

The Works related to SPV Power Plant shall be carried out under the supervision of certified electrical contractor.

### **B. DEDUCTION:**

1. The TDS at the source will be deducted as per the Govt. rule and regulations.
2. ITI will issue necessary certificates of TDS deduction
3. Note that if bidder does not provide insurance against Labour and Material ITI Ltd.will process insurance at **Director of Insurance** and will deduct 1% of contract value against insurance claimed by them and 1% of contract value deduction against **Labour Welfare Cess** from payment towards successful bidder.

## 22. PROJECT TIMELINES:

The time frame for the completion of work is 5 Months from the date of issue of work order.



S. N.	Description	Timeline
1.	Issuance of Letter of Award	Zero date
2.	Signing of Agreement with ITI Limited	within 7 calendar days after Issuance of LOA
3.	Registration of Solar Power Project with DISCOM	within 7 calendar days after Issuance of Letter of Award (LOA)
4.	Installation of Solar Power Projects	within 120 calendar days or 04 Months after Issuance of Letter of Award (LOA)
5.	Commissioning and Acceptance of Solar power project	within 150 calendar days or 05Months after Issuance of Letter of Award (LOA)

Bidder should follow the project timelines after receipt of Work order/LOA from ITI Ltd. and also bound to complete the progress of project work as per given below mild stones or else he will be liable for Penalty against incomplete milestone.

S. N.	Milestone	Work Schedule
1	In One Month	> 10% Completion of work of Solar power project
2	In Two Month	> 20% Completion of work of Solar power project
3	In Three Month	>60% Completion of work of Solar power project
4	In Four Month	>80% Completion of work of Solar power project
5	In Five Month	100% Completion of work of Solar power project

### 23. TIME EXTENSION

- A.** Only 15 days extension will be given in extreme condition the rights of decision for granting time extension will be reserved by ITI Ltd, for the said extension, penalty as per —PENALTY CLAUSE II will be levied on the awarded bidder.
- B.** From date of issue of work order, every 15 days report of work progression needs to be submitted to ITI Ltd. The review of work progression will be taken and necessary alteration can be suggested, delay in work progression or failure to fulfill required alteration may lead to cancellation of work order. ITI Ltd. will reserve the rights for decision.