

SURAT MUNICIPAL CORPORATION

Light & Energy Efficiency Cell

YEAR: 2023-24

Online Short Tender Notice No. ACE (Ele/Mech)/Light & EEC/14/2023-2024

NAME OF WORK: - Consultancy offer for the work of SITC of 10 MW (AC) Ground Mounted Grid Connected Solar Photovoltaic Power Plants With Land On Lease At Any Location in Gujarat With Comprehensive Maintenance Up To 10 Years Including Free Maintenance During First Year. (2nd attempt)

Technical Bid

Publishing Authority: Additional City Engineer (Ele. / Mech.)
Inviting Authority: Executive Engineer, Light & Energy Efficiency Cell
Concern Office: 3RD Floor, 117, Main Office Building, Surat Municipal Corporation, Muglisara, Surat- 395 003.
Phone: 0261- 2423751 to 56 | Ex- 271, 498
E-mail: energyefficiencycell@suratmunicipal.gov.in
Type: E-tender (website: <https://smctender.nprocure.com>)

∅Λ∅Λ∅ e-Price-bid Submission ∅Λ∅Λ∅

e-Price Bid (online): To be submitted on or before **14.02.2024 Upto 6.00 PM**

∅Λ∅Λ∅ Technical-bid Submission ∅Λ∅Λ∅

**Tech-bid Submission: Upto 21.02.2024 Upto 5.00 PM
(In Hard Copy)**

**To be submitted to: The Chief Accountant, Accounts Department, 2nd
Floor, Main Office Building, Surat Municipal
Corporation, Muglisara, Surat- 395 003.**

NAME OF WORK:- Consultancy offer for the work of SITC Of 10 MW (AC) Ground Mounted Grid Connected Solar Photovoltaic Power Plants With Land On Lease At Any Location in Gujarat With Comprehensive Maintenance Up To 10 Years Including Free Maintenance During First Year (2nd attempt).





INDEX

| Technical Bid | | |
|---------------|---|------------------|
| Sr. No. | Description | Initial Page No. |
| (1) | Tender Notice Published in the Newspaper (Short) | 03 |
| (2) | Detailed Tender Notice Published on SMC's Website | 04 |
| (3) | CHECK LIST | 05-06 |
| (4) | Important instructions to tenderers | 07-18 |
| (5) | General Terms and Conditions | 19-20 |
| (6) | INTRODUCTION & SCOPE OF WORK | 21-23 |
| (7) | Special Terms and Conditions | 24 |
| (8) | Conditions of Contract | 25-28 |
| (9) | Technical/ Service Profile Pertaining to Consultant | 29-30 |
| (10) | Contractor's/ Bidder's Undertaking/ Certificate | 31 |
| (11) | Annexure - A | 32 |

Total Nos. of Pages: **32**

-Sd-

i/c Executive Engineer (Ele. / Ele. & Mech.),
Light & Energy Efficiency Cell,
Surat Municipal Corporation.

| | | |
|--|--|--|
|   | <p>Surat Municipal Corporation Light & Energy Efficiency Cell Online Short Tender Notice No. ACE (Ele/Mech)/Light & EEC/14/2023-2024</p> |   |
|--|--|--|

Bid(s) are invited for the following work through online process on <https://smctender.nprocure.com> from experienced suppliers: -

| | | | |
|-----|--------------------------------|----|---|
| (1) | Name of Department | :- | Light and Energy Efficiency Cell |
| (2) | Nos. of Work(s) | :- | 01 (One) |
| (3) | Nos. of Tender | :- | 01 (One) |
| (4) | Total Estimated cost of Tender | :- | - |

The detailed notice will be made available on website www.suratmunicipal.gov.in.



Additional City Engineer(Ele/ Mech),
 Surat Municipal Corporation.

No. P.R.O. /

Date: -



**SURAT MUNICIPAL CORPORATION
LIGHT & ENERGY EFFICIENCY CELL**

Online Short Tender Notice No. ACE (Ele/Mech)/Light & EEC/14/2023-2024

Tenders are invited for the work mentioned below, through online process on <https://smctender.nprocure.com> with following schedule:

| Sr. No. | Name of Work | [1] | Estimated Amt. (Rs) | [5] | Last Date of Submission of price-bid in e-format |
|---------|---|-----|---|-----|---|
| | | [2] | EMD (Rs) <td>[6]</td> <td>Submission of documents</td> | [6] | Submission of documents |
| | | [3] | Tender Fees (Rs) <td>[7]</td> <td>Tender fee, EMD etc. in hard copy.</td> | [7] | Tender fee, EMD etc. in hard copy. |
| | | [4] | Starting Date of uploading of Tender <td>[8]</td> <td>Registration class/ Category</td> | [8] | Registration class/ Category |
| 1. | Consultancy offer for the work of SITC Of 10 MW (AC) Ground Mounted Grid Connected Solar Photovoltaic Power Plants With Land On Lease At Any Location in Gujarat With Comprehensive Maintenance Up To 10 Years Including Free Maintenance During First Year (2 nd Attempt) | [1] | - | [5] | 14/02/2024 @ 06:00 PM |
| | | [2] | 45,000.00 | [6] | 14/02/2024 to 21/02/2024 up to 05:00 PM only |
| | | [3] | 1,770.00 | [7] | Experienced consultant |
| | | [4] | 06/02/2024 @ 11:30 AM | [8] | Upto 08/02/2024 @ 06:00 PM |

- "Demand Draft for E.M.D. & Tender Fee shall be Submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that EMD and Tender Fee are received for purpose of opening the bid. Accordingly offer of those shall be open whose EMD and tender Fee is received electronically. However, for the purpose of realization of DD Bidder shall send the DD in original through RPAD/ Speed Post so as to reach to Account Department (Main Office) with in 07 (Seven) Days from the last date of online submission of the bid as per tender notice. Penetrative action for not submitting DD in original to Account department (Main Office) by Bidder Shall be intimated and action shall be taken for abeyance of registration and cancelation of E-tendering code for 01 (One) year. Any documents in supporting of Bid shall be in electronic format only through online (By Scanning) and hardcopy will not be accepted separately"
- Bidders shall have to mention the name and address of tenderer, tender notice number and name of work on the cover of E.M.D. and Tender Fee. Surat Municipal Corporation shall not be responsible for any postal delay / late delivery or loss of documents so mailed.
- All intending bidders shall have to produce the soft copy of P.F. (Provident Fund) Number, without which the application will not be accepted.
- The Competent Authority reserves right to accept or reject any or all the tender to be received without assigning any reasons thereof.
- In case bidder needs any clarification or if training required for participating in online tender, they can visit the www.nprocure.com which is a website of "(n) Code solutions - A division GNFC Ltd."

Additional City Engineer (Ele/ Mech),
Surat Municipal Corporation.

SURAT MUNICIPAL CORPORATION

ENERGY EFFICIENCY CELL

Online Short Tender Notice No. ACE (Ele/Mech)/Light & EEC/14/2023-2024

CHECK LIST

| Sr. No. | Particulars | To be submitted with Tech-bid | | Please mark as <input type="checkbox"/> for Submission |
|---------|---|-------------------------------|----------------------|--|
| | | file to be attached online | Hard copy submission | |
| (1) | Forwarding Letter | No | Yes | |
| (2) | Tender Fee | Yes | DD/ PO | |
| (3) | EMD | Yes | DD/ PO | |
| (4) | GST registration certificate | Yes | No | |
| (5) | PAN No. | Yes | No | |
| (6) | Professional tax registration (EC/ RC) certificate | Yes | No | |
| (7) | Digitally signed Partnership agreement/ Partnership deed/ Power of Attorney /Board resolution in case of semi-Government/Government organization for bidding the tender documents etc. (if applicable) (pdf file to be uploaded with tech bid) | Yes | No | |
| (8) | Power of Attorney for signing tender documents etc. | Yes | No | |
| (9) | Photograph of each partner or as the case may be | Yes | No | |
| (10) | Solvency certificate from bankers of Nationalized/ Scheduled bank of Rs. 9,00,000.00. (Valid of solvency certificate should not less than 4 Months from date of tender opening) - Tenderer has to submit higher amount of bank solvency if so desired by Municipal Commissioner. - Solvency Certificate without which such tenders are liable to be rejected. | Yes | No | |
| (11) | Digitally signed CA Certificate showing financial turnover of last three years i.e. 2020-21, 2021-22 and 2022-23] (pdf file to be uploaded with tech-bid). | Yes | No | |
| (12) | Last Three Years Income Tax Clearance Certificate/Income Tax Return Acknowledgement | Yes | No | |

| | | | | |
|------|--|------------|------------|--|
| (13) | Certificates of successful completion of consultancy of power plant projects in government/ semi- government organisation/ public sector units for the works mentioned in " QUALIFICATION CRITERIA FOR TENDERER " as mentioned on the page no 14 of the tender document.. | Yes | No | |
| (14) | A list of work on hand | Yes | No | |
| (15) | All the documents required as per the check list/ attached annexure with the tender | Yes | No | |
| (16) | Affidavit of the consultant on non-judicial stamp paper of Rs. 50.00 (Annexure - A) | Yes | Yes | |
| (17) | Addenda corrigendum(s) duly sealed/ signed (if applicable) | Yes | No | |
| (18) | Special Terms and Conditions (Sealed & Signed) Tender document | Yes | No | |
| (19) | Consultant's/ Bidder's Undertaking/ Certificate | Yes | No | |
| (20) | List of Technical Personnel | Yes | No | |
| (21) | P.F. Registration | Yes | No | |
| (22) | CHECK LIST | Yes | No | |

Note: -

The tenderer should be required to furnish details/ certificates etc. as mentioned above otherwise their offer shall be liable for rejection.

**SEAL & SIGNATURE OF TENDERER: -**

IMPORTANT INSTRUCTIONS TO TENDERERS

(1) NO DEVIATION IN TECHNICAL SPECIFICATION OR COMMERCIAL TERMS LIKE TERMS OF PAYMENT, COMPLETION PERIOD ETC. SHALL BE ALLOWED. SUCH DEVIATION (S), IF OFFERED WILL CAUSE THE REJECTION OF TENDER(S) OUTRIGHTLY.

(2) TENDERERS TO READ AND NOTE CAREFULLY:

[A] At his own expenses and prior to submitting his tender, each tenderer shall **(a)** examine the Contract Documents **(b)** visit the sites and determine local conditions which may affect the work including the prevailing wages and other pertinent cost factors **(c)** familiarize himself with all central, State and local laws, ordinance, rules, regulations and codes affecting the material supply including the cost of permits and licenses required for the work and **(d)** correlate his observations, investigations, and determinations with the requirement of the tender documents.

[B] The documents/ appendices/ annexures/ statements should be completed legibly in ink, checked in responsible manner, signed, stamped and returned together with the tender security Bond by the tenderer.

All the pages in which entries are required to be made by the tenderer are contained in the tender documents and the tenderer shall not take out or add to or amend the text of any of the documents or else the tender shall be rejected forfeiting the EMD.

(3) EARNEST MONEY DEPOSIT: -

(A) Each tender must be accompanied by a receipt of deposit as tender guarantee (Earnest money deposit) of the **Rs. 45,000.00 (Forty Five Thousand)** in the form of crossed Demand Draft/ Pay Order of Nationalized/ Scheduled Bank acceptable to Corporation drawn in favour of the "Municipal Commissioner, Surat Municipal Corporation" payable at Surat. The tender bond shall be valid for minimum One hundred twenty (120) days from the date of the tenders are opened and shall comply with the requirements for Bond as stipulated in the general conditions of contract. The Corporation as a guarantee will hold the tender guarantee bond that the tenderer if awarded the contract, will enter in to the contract agreement in good faith and furnish the required bonds. Any tender not accompanied by a tender Guarantee in the form of earnest money deposit in the form of Bank Draft for the sum stipulated in the tender document will be summarily rejected.

(B) The earnest money deposit will be refunded to the unsuccessful tenderers after the award of work has been finalized.

(C) The earnest money deposit (tender guarantee) will be forfeited in the event, the successful tenderer fails to accept the contract and fails to submit the performance guarantee bond to the corporation as stipulated in the tender documents within ten days after receipt of notice of award of contract. In such case corporation, may disqualify the tenderer from tendering for further works, under the jurisdiction of the corporation (SMC).

- (D) The earnest money deposit of the successful tenderer shall be returned after the performance guarantee bond, as required, is furnished by the consultant.
- (E) No interest shall be paid by the corporation on any tender guarantee/ performance guarantee.
- (F) Bank guarantee or cheque or FDR shall not be accepted for EMD/ tender guarantee.

(4) GST REGISTRATION CERTIFICATE: -

Latest GST registration certificates should accompany the tender without which the tender is liable to be summarily rejected. The GST registration number must be clearly specified.

(5) PREPARATION OF TENDER DOCUMENTS: -

Tenderers are requested to note the following while preparing the tender documents: -

- (A) Tender shall be submitted as specified in this tender document in English. All tender items and statements shall be properly filled in. Numbers shall be stated both in words and in figures where so indicated.
- (B) Each tender shall be accompanied by the prescribed tender security bond and other required documents and drawings. All witnesses and sureties shall be persons of status and proximity and their full names, occupations and addresses shall be stated below their signatures. All signatures in the tender documents shall be dated.
- (C) Delivery of tenders shall comply with notice inviting tenders as to place, date and time.

(6) SUBMISSION OF TENDER DOCUMENT: -

Bidders wishing to participate in this e-tender shall be required to procure Digital Certificate as per Information Technology Act- 2000. By using this Certificate, the bidder can digitally sign his electronic bid. Bidders can procure the Digital Certificate from any of the CCA approved certifying agency or can contact M/ s (n) Code Solution at the below mentioned address who will assist in procuring the same. Bidders who already have a valid Digital Certificate need not procure it again. In case bidders need any clarification regarding online participation they can contact:

"(n) Code solutions – A division GNFC Ltd." 403, GNFC Info tower, Bodakdev, Ahmedabad – 380 054, Gujarat

Tel: +91 26857316/17/18 E-mail:nprocure@gnvfc.net Web-site:www.nprocure.com

Toll Free: 1800-233-1010 (Ext. 501 & 512)

For further particulars contact above office/ or visit on following websites: www.nprocure.com/ <https://smctender.nprocure.com>.

Bidders who are willing to participate in e-tender need to fill data in pre-defined forms of Tender fee, EMD (Bid Security), Qualifying Criteria & Technical Bid and Price Bid only.

Bidders should upload scan copies of reference documents in support of their eligibility of the bid. Technical-bid (except specific documents/ pages) needs not be submitted in hard-copy instead pdf file of the tech-bid/ documents must be uploaded on respective web-page in pdf format only. After filling the data in pre-

defined forms, bidders need to click on final submission link to submit their encrusted bid.

Bids shall be submitted as below: -

⇒ EMD & Tender Fee along with proof of Qualifying Criteria in pre-defined forms, tender papers & certificates (except specific pages, which must be furnished in hard-copy) in electronic mode.

⇒ **Price Bid in electronic mode only in Price Schedule.**

- **Note: Price bid in physical form (in hard copy) will not be accepted. "Demand Draft for E.M.D. & Tender Fee shall be Submitted in electronic format only through online (by scanning) while uploading the bid. This submission shall mean that EMD and Tender Fee are received for purpose of opening the bid. Accordingly offer of those shall be open whose EMD and tender Fee is received electronically. However, for the purpose of realization of DD Bidder shall send the DD in original through RPAD/ Speed Post so as to reach to Account Department (Main Office) with in 07 (Seven) Days from the last date of online submission of the bid as per tender notice. Penetrative action for not submitting DD in original to Account department (Main Office) by Bidder Shall be intimated and action shall be taken for abeyance of registration and cancelation of E-tendering code for 01 (One) year. Any documents in supporting of Bid shall be in electronic format only through online (By Scanning) and hardcopy will not be accepted separately"**



DOCUMENTS COMPRISING TO BE SUBMITTED AS TECHNICAL BID PAPERS:-

The bid submitted by the bidder in physical form in hard copy shall comprise the following:

- a) Tender fee in form of DD or pay order in favour of "Municipal Commissioner, Surat Municipal Corporation" payable at any nationalized or Scheduled Bank situated at Surat.
- b) Bid Security; (EMD) fee in form of DD or pay order in favour of "Municipal Commissioner, Surat Municipal Corporation" payable at any nationalized or Scheduled Bank situated at Surat.
- c) Qualification Documents like
 1. **Digitally signed** Tender Fee. (pdf file to be uploaded with tech-bid).
 2. **Digitally signed** EMD (pdf file to be uploaded with tech-bid).
 3. **Digitally signed** GST registration certificate (pdf file to be uploaded with tech-bid).
 4. **Digitally signed** PAN card (pdf file to be uploaded with tech-bid).
 5. **Digitally signed** P.F. Registration (pdf file to be uploaded with tech-bid).
 6. **Digitally signed** Professional tax registration (EC/ RC) certificate (pdf file to be uploaded with tech-bid)
 7. **Digitally signed** Partnership agreement/ Partnership deed/ Power of Attorney /Board resolution in case of semi-Government/Government organization for bidding

- the tender documents etc. (if applicable) (pdf file to be uploaded with tech bid)
8. **Digitally signed** Solvency certificate from bankers of Nationalized/ Scheduled bank of Rs 9,00,000.00. (Valid of solvency certificate should not less than 4 Months from date of tender opening) **(pdf file to be uploaded with tech-bid)**.
 9. **Digitally signed CA** Certificate showing financial turnover of last three years i.e. 2020-21, 2021-22 and 2022-23] **(pdf file to be uploaded with tech-bid)**.
 10. Last Three Years **Income Tax Clearance Certificate/Income Tax Return Acknowledgement**. **(pdf file to be uploaded with tech-bid)**.
 11. **Digitally signed** a list of all completed works must be furnished along with satisfactory work completion certificates. **(pdf file to be uploaded with tech-bid)**.
 12. **Digitally signed** Certificates of successful completion of consultancy of power plant projects in government/ semi- government organisation/ public sector units. **(pdf file to be uploaded with tech-bid)** for the works mentioned in **"QUALIFICATION CRITERIA FOR TENDERER"** as mentioned on the page no 14 of the tender document.
 13. **Digitally signed** a list of work on hand. **(pdf file to be uploaded with tech-bid)**.
 14. **Digitally signed** Affidavit of the consultant on non-judicial stamp paper of Rs. 50. **(pdf file to be uploaded with tech-bid)**.
 15. **Digitally signed** Addenda Corrigendum(s), if any. **(pdf file to be uploaded with tech-bid)**.
 16. **Digitally signed** Special terms and conditions **(pdf file to be uploaded with tech-bid)**.
 17. **Digitally signed** Consultant's/ Bidder's undertaking/ certificates **(pdf file to be uploaded with tech-bid)**.
 18. **Digitally signed** all the documents required as per the check list as given on Page no 05. **(pdf file to be uploaded with tech-bid)**.

The direct or indirect mention regarding cost in technical-bid shall not be allowed.

The documents shall be submitted in **one set** in the following manner: -

- (i) Set of documents (to be submitted in hard copy) shall be put in a **separate sealed cover**. **Name of the Work, Tender Notice No. and full name and address of the bidder shall be written clearly on the sealed cover.**
- (ii) **The Bank Draft for EMD shall be put in a separate envelope subscribed as "EMD" on top of the cover. Tender fee amount (DD) shall be put in the same cover.**

The documents along with the envelope containing EMD shall be put inside one large envelope, sealed and clearly super scribed on top of the packet name of the work & tender

notice no. Name and full address of the bidder shall be written on the bottom left corner of each envelope. Due date of Receiving the tender shall also be mentioned on the envelope. This cover must be super scribed as “Technical Bid Cover”.

The hard copy as above should be sent to the **Chief Accountant, Surat Municipal Corporation, Muglisara, Surat 395 003 by RPAD & Speed Post only** as per the dates mentioned in the tender notice. SMC shall not be responsible for any postal delay.

DOWNLOADING OF TENDER DOCUMENT: -

The tender document for this work is available only in Electronic format, which can be downloaded free of cost by the bidder. Tender documents consist of two parts (i) technical bid with qualifying requirements (ii) Price bid.

INFORMATION FOR ON LINE PARTICIPATION

- i. Internet site address for e-tender activities will be <https://smctender.nprocure.com>.
- ii. Interested bidders can view detailed tender notice and download tender document from the above-mentioned website.
- iii. Bidders who wish to participate in online tender have to register with the website through the “New User Registration” link provided on the home page. Bidder will create login id & password on their own in registration process.

Tenders by partnership firm must be signed by all partners. The full name and addresses of all the partners shall be furnished. The tenders by Corporation/ Companies must be signed with the legal name of the Corporation/ Company by the president/ or by the secretary or other person or persons legally authorised to bind the Corporation/ Company in the matter.



Price bid is not to be submitted in physical form. Please note that non-submission of price bid does not absolve the bidders from any liability created from the bid conditions and bidding process.

(7) TENDER VALIDITY PERIOD: -

The validity period of the tender submitted for this work shall be **of one hundred twenty (120) calendar days from the last date of submission in hard copy** and that the tenderer shall not be allowed to withdraw or modify the tender offer on his own during the validity period. The tenderer will not be allowed to withdraw the tender or make any modifications or additions in the terms and conditions of his tender. If this is done then the corporation shall, without prejudice to any right or remedy, be at liberty to reject the tender and forfeit the earnest money deposit in full.

GENERAL PERFORMANCE DATA: -

Tenderers shall present all the information, which are sought for in the tender documents in the form of various schedules. Tenders may not be considered if left blank or the schedules are not properly filled in before submissions of the tender.

(8) SIGNING OF TENDER DOCUMENTS: -

If an individual makes the tender it shall be signed with his full name above, his current address. If a proprietary firm makes the tender it shall be signed by the proprietor above, his name and the name of his firm with his current address.

If the tender is made by a partnership firm it shall be signed by all the partners of the firm above their full names and current addresses, or by a partner holding the power of attorney for the signing the tender in which case a certified copy of the power of attorney shall accompany the tender. A certified copy of the partnership deed, current addresses of all the partners of the firm shall also accompany the tender.

If the tender is made by a limited company or a limited corporation, it shall be signed by duly authorised persons holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the tender. Such limited company or corporation may be required to furnish satisfactory evidence of all its existence before the contract is awarded.

All witnesses and sureties shall be persons of status and proximity and their full names, occupations and addresses shall be stated below their signatures.

(9) WITHDRAWAL OF TENDERS: -

If, during the tender validity period, the tenderer withdraws his tender, the tender security (earnest money) shall be forfeited and the tenderer may be disqualified from tendering for further works under the jurisdictions of the SURAT MUNICIPAL CORPORATION.

(10) ERRORS AND DISCREPANCIES IN TENDERS: -

Any error in quantity or amount in price schedule showing items of works to be carried out shall be adjusted in accordance with the following rules ---

- (1) In the event of a discrepancy between description in words & figures quoted by a tenderer in the `rates' column, the descriptions in words shall be prevailed.
- (2) In the event of an error occurring in the `amount' column of the schedule `B' showing items of works, as a result of wrong multiplication of the unit rate and quantity, the unit rate shall be regarded as firm and multiplications shall be amended on the basis of the rates.
- (3) All the errors in totalling in `amount' column and in carrying forward totals shall be corrected.
- (4) Any rounding off of amounts against "items" or in "totals" shall be ignored.

The tendered sum so altered shall, for the purpose of the tenders be substituted for the sum originally tendered and considered for acceptance.

(11) TAXES AND DUTIES: -

Prices quoted must be inclusive of all taxes, GST, levies, Construction Cess incidental charges, packing forwarding, insurance, transportation, loading/ unloading, packing forwarding, inspection/ testing charges by authorized representative of manufacturer for checking geniuses of the parts supplied, etc. must also be included in quoted price.

GST (GOODS & SERVICE TAX) has come in existence from 1st July, 2017. Consultant/ Successful Bidder is bound to pay the amount of GST prescribed by the Govt. Of India as per the Terms of Contract agreed upon during the course of execution of this Contract.

During the course of execution of Contract, if there is any change in rate of GST (GOODS & SERVICE TAX) by the Government the same shall be reimbursed/ recovered separately by SMC, subject to the submission of original Receipt/ Proof for the amount actually remitted by the successful bidder/ Consultant to the competent Authority along with a certificate from chartered Accountant of Consultant/ Successful Bidder certifying that the amount of GST paid to the Government and the same shall be intimated/ submitted/ claimed within 30 (Thirty) Days from the sole responsibility of the Successful bidder/ Consultant, failing which, SMC may recover the amount due, from any other payable dues with SMC. Further the non-payment of the GST to the Government may lead to the termination of contract and forfeiture of Security Deposit/ Performance Guarantee Amount.

If any other new taxes/ Duties/ Levies/ Cess or any other incidentals etc. Are imposed or any increase in the existing Taxes/ Duties/ Levies/ Cess or any other incidental etc. (Excluding GST) are imposed during the course of the contract, the same shall be borne by Consultant/ successful Bidder only, in no case SMC shall be liable for the same and obliged to reimbursed and no dispute regarding same shall be entertained by SMC.

The Municipal Corporation will not issue "C" or "D" form.

The Consultant shall be liable to the payment of all the Central/ State/ Local Body's Levies, taxes or duties etc. The SMC shall neither bear it nor reimburse at any time but will ensure deduction of Central/ State/ Local levies and taxes at Source at the rate provided under the relevant statutes from time to time in force. Further the work contract tax or sale tax shall be borne by the Consultant as per Rules and Regulations of Government.

Any increase or decrease in taxes/ duties or imposition of any new taxes/ duties shall be on account to the Corporation and such increase/ decrease shall be paid/ recovered to/ from the Consultant on producing documentary evidences only. The consultant shall be the sole responsible for payment of such incidentals to the concerned Government department which he has collected from the Corporation. This provision is limited for Schedule-B of the tender.

(12) TIME REQUIRED FOR COMPLETION: -

The work is divided in the Two parts, (i) Drawing approval, QAP of Material/ equipment's approval and Pre dispatch Inspection and Site Supervision and (ii) Performance testing and verification of energy generation. The work should be completed as per table below within the agreed time period by SMC failing which a penalty @ 0.20% per day of the unexecuted portion of sanctioned tender amount shall be levied not exceeding 10% of the unexecuted portion of sanctioned tender amount.

The work completion schedule is as below: -

| Sr. No. | Description of the Work | Work Completion Period |
|---------|-------------------------|------------------------|
|---------|-------------------------|------------------------|

| | | |
|----|--|---|
| 1. | Approval of land as per the tender doc, witnessing various land related testing procedures, QAP / drawing approvals for material / equipment to be used in to the project by the project developer, Pre dispatch inspection of material / equipment, quality checks as and when required for the project and works / activities required for the project etc | As intimated at the time of execution of work |
| 2. | Inspection visit(s) & site visits as per instruction of competent authority/ officer of SMC | As intimated at the time of execution of work |
| 3. | Performance testing & verification of Energy Generation | As intimated at the time of execution of work |

(13) CONSULTANCY FEES: -

The consultants are requested to submit their rates in **online price schedule**.

(14) QUALIFICATION CRITERIA FOR TENDERER: -

The tender documents for the aforesaid work will be issued only to the consultants who will satisfy following criteria and for those appropriate documentary evidences (attested copy of customer's certificates/ work order, purchase bill etc.) must be furnished: -

- ⇒ Consultant must have experience of minimum of 5 years in field of solar energy based generation plant. In case of firm, it must have at least one professional having such experience.
- ⇒ Consultant must have experience of successfully completing consultancy of at least 3 Ground Mounted Solar Projects / Rooftop Solar Power Projects (separate jobs) having total minimum capacity of 3 MW in government/ semi- government organisation/ public sector units / known Public Limited Companies only and any 1 project out of 3 projects must have 66 KV grid injection.
- ⇒ Software for analysis of potential of energy generation at location (PVSyst / Helioscope or equivalent) should be available with the consultant.

(15) OPENING OF TENDER DOCUMENTS: -

The Technical Bid will be opened in the office of the competent authority, Surat Municipal Corporation, Surat, if possible on next working day of last date of receipt at 16:00 Hours. Bidders or their representative who wish to participate in tender opening should remain present at Light & Energy Efficiency Cell, Surat Municipal Corporation. Only one representative of each firm will be allowed to remain present.

- a) Technical bid cover containing Technical Bid papers/ documents & EMD will be opened first and relevant details will be read out.
- b) The bidders who fulfil the requirements of the qualifying criteria & technical-bid, online price-bid of such bidders will be opened.

The price bid which is quoted online on web site <https://www.nprocure.com> or <https://smctender.nprocure.com> will remain unopened till the technical bid of all tenderer are as per technically at par.

(16) EVALUATION OF TENDER DOCUMENTS: -

Technical-bids of all tenderers will be opened first and all the required details shall be analysed/ scrutinised/ evaluated and bring up technically AT PAR. Online price-bid of all those tenderer will be opened who are technically AT PAR after final evaluation of technical-bid.

After the price bid is opened, tender shall be evaluated on total tender cost.

(17) Corrupt and Fraudulent Practices: -

- a) The Employer (SMC) requires that bidders/ consultants under this contract, **observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy**, the Authority.

Defines, for the purpose of these provisions, the terms set forth below as follows:

- (i) 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
 - (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 Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
 - (iii) Will reject a proposal for award of work if Employer determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - (iv) Will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a SMC contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.
- b) The Employer will reject a proposal for award if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The Employer will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by Surat Municipal Corporation if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or during execution.

(18) OPENING OF PRICE-BID: -

The tenderers whose technical-bid is found as per terms and conditions and achieving the performance parameters as per tender terms & conditions may be allowed to remain present during the opening of the price-bid. The successful tenderers of technical bid, who choose to remain present may attend price bid opening and price break-up will be readout at that time. The competent authority of SMC reserves the right to open/ seal/ accept/ reject any tender without assigning any reasons thereof.

Price Bid(s) of Tenderers, who do not meet the technical requirements of the tender, will not be opened.

(19) Acceptance of tender will rest with the competent authority who does not bind himself to accept the lowest and reserves the right to reject any or all tenders and no reasons will be given for acceptance or rejection thereof. The tenderers whose tender is accepted should enter into a regular contract and to abide by all rules and regulations embodied in the tender.

(20) TENDER SHALL BE REJECTED WITH PERMISSION OF COMPETENT AUTHORITY OF SURAT MUNICIPAL CORPORATION; IF:

- Conditional tender shall be liable for rejection out rightly without assigning any reason for the same.
- Stipulates the validity period less than what is stated in the form or tender.
- Stipulates his own conditions.
- Does not quote his rates inclusive of other terminal or GST or CENTRAL taxes or any other taxes etc. in his rates.
- Does not disclose the full names and address of all his partners in the case of partnership firm.
- Does not pay the Earnest Money Deposit & Tender Fee by Demand Draft/ Pay order in prescribed covers.
- Does not submit the tender before the stipulated time and specified date in the Account Office as directed.
- The tenderer proposes any alteration in the work specified in the tender or in the time limit allowed for carrying out the work or any other condition.
- The tender is in a language other than English & does not contain its English translation.
- The tender documents are not signed affixing the stamp by an authorized signatory, tender documents submitted are incomplete &/or ambiguous in any respect. Even non-compliance of provisions, requirement in tender will render it disqualified. (To be submitted by lowest/ successful tenderer before Work order.)
- The successful tenderer doesn't agree to place Security Deposit as specified in the tender elsewhere.
- Not submitting amount of Rs 9,00,000.00 Solvency certificate with validity. (Valid for not less than 4 Months from date of tender opening).
- The tenderer proposes any alteration in the work specified in the tender or in the time limit allowed for carrying out the work or any other condition. The tenderer proposed any alteration in the work specified in the tender, as example; alteration of such that the main aim of automation of operation of equipment, technology other then as specified in the tender document, etc.

Further, please also note that the

- All corrections, additions or posted slips to be initialed by the tenderer.
- All pages of tender documents including specifications should be initialed by the successful consultant after awarding the contract.
- Notice of inviting tenders shall be a part of the contract documents. However, if any discrepancy is found between tender notice & tender documents, the tender

document will be considered firm & final. i.e. tender notice details will be null & void to that effect.

- **Acceptance of tenderer will rest with the competent authority of Surat Municipal Corporation who does not bind himself to accept the lowest and reserves the right to accept or to reject any or all tenders and no reasons will be given for acceptance or rejection thereof.**
- All types of duties and other taxes chargeable by the Surat Municipal Corporation shall be payable by the Consultant.
- Tender once accepted shall be binding on the consultant even if the formal agreement is not signed.
- Tender once offered cannot be withdrawn except with the permission of competent authority of Surat Municipal Corporation, Surat.
- The successful tenderer shall be required to enter in to agreement with Surat Municipal Corporation after placing the work order for the said work from SMC.
- The successful tenderer may be required to furnish surety on as required stamp paper.
- Unless specifically mentioned by the tenderer for the extra payment of taxes on price quoted by them it will be presumed the prices quoted are inclusive of the all taxes and no claim will be entertained for payment of extra taxes on the bills submitted by them.
- **The Price-bid will be opened only after Technical Bid are clarified.**
- **Surat Municipal Corporation reserves the right to open or not to open any or all Price-bid without assigning any reason thereof.**

(21) PAYMENT TERMS/ CONDITIONS: -

Total work is divided in three parts and accordingly payment will be released as follows: -

- 20 % against completion of erection of Module Mounting Structure
- 20 % against completion of erection of solar modules, solar inverters
- 20 % against completion of all kind of civil works excluding roads and construction of substation at site
- 15 % against completion of erection work of entire solar power plant
- 10 % against completion of all civil and electrical works at site in best engineering manner as per tender's terms and conditions
- 10 % against commissioning of entire solar power plant i.e. injection of entire solar power into GETCO's grid
- 5% of total tender amount against the verification of performance of solar power plant during the stabilization period (Which is to be decide by consultant in the tender document for capital work of Solar plant) and another 12 months after completion of stabilization period.

(22) Consultant has to depute Experienced Engineer to be called as "**Solar Engineer**" at project site for supervision of site activities as and when required or at every start of important project erection milestones at project site till the project will not get fully commissioned i.e. injection of solar power started into GETCO's grid. Solar Engineer will ensure successful completion of the Project in terms of time and quality. Solar Engineer will prepare site activities report and share with SMC without fail.

Senior Engineer will visit site once in month or more as per site requirement.

Consultant shall inform SMC, with the amount of work satisfactorily completed as per contractual obligations to the EPC Contractor to advise SMC to release payments as per milestones.

It is to be clearly note that, SMC will not pay additional amount for site visit or SMC's office visit during the whole duration of project.

Consultant should quote their price accordingly in the price bid. Necessary changes have been made in the price bid schedule.

-Sd-

i/c Executive Engineer (Ele. / Ele. & Mech.),
Light & Energy Efficiency Cell,
Surat Municipal Corporation.

SEAL & SIGNATURE OF THE TENDERER:

DATE:



GENERAL TERMS AND CONDITIONS

THE FOLLOWING MUST BE CONSIDERED: -

1. The consultant shall also be required to produce solvency certificate of minimum Rs 9,00,00.00.
2. List of reputed customers/similar works executed must be furnished with the tender.
3. It will not be possible to provide any housing accommodation at site to the staff of the consultant. Any kind of material/fuel for the purpose of survey/ measurement shall not be supplied by Municipal Corporation. Consultant has to make his own arrangement for all the material required for survey/ measurement, if any.
4. The successful consultant shall be required to enter into a contract agreement on suitable Gujarat stamp paper purchased from Surat (to be brought by consultant) on getting the order. The successful consultant shall also be required to deposit an amount equal 5% of the total order value as security deposit in Municipal Treasury in cash or by demand draft or in form of FDR in the name of "Municipal Commissioner, Surat Municipal Corporation" of any Nationalised bank, Surat branch only. This formality shall be completed **within 15 days** of order otherwise **penalty @ 0.065%** on amount of security deposit per day of delay shall be levied.
5. The Municipal Corporation shall not accept advance payment term. All payments are subject to income tax and other tax deduction at source as per rules. All payments shall be made by A/C Payee cheque of any schedule bank Surat branch only.
6. The validity of the tender shall be of one hundred twenty (120) calendar days from the last date of submission in hard copy.
7. The rates should be filled in the price schedule and all the tender documents duly filled in wherever necessary and tender papers duly signed wherever specified must be returned. If any page is taken out or tender papers are not be returned or any change is made in tender papers, the EMD shall be forfeited rejecting the offer out rightly. Tenderer may attach separate sheet for any remarks or specifications if they intend to specify along with the tender only.
8. Conditional tenders shall not be accepted.
9. No correction, overwriting erasures in filling tender papers shall be considered unless countersigned.
10. **In case of any misunderstanding due to interpretation of any terms, conditions or specifications the decision of Municipal Commissioner, Surat Municipal Corporation, Surat shall be final and binding on the part of consultant.**

11. The contract shall be constituted according to and subject to laws in India and State of Gujarat and under the jurisdiction of courts of Gujarat at Surat only.
12. The correctness of details given in tender documents is not guaranteed. The consultant shall independently obtain all necessary information for making the tender. The consultant shall be deemed to have examined the contract documents, to have generally obtained his own information in all matters that might affect the tendered rates.
13. Any Error in description does not relieve the consultant from executing the work according to specifications, terms/ conditions. Tender documents must be viewed in totality. If there is contradiction in any specification(s)/ General terms/Conditions, most appropriate will be prevailed and binding to the consultant.
14. No officer, Employee of Municipal Corporation is admitted to any share or part of this contract to any benefit that may rise there from.
15. Tender documents are not transferable.
16. Municipal Corporation will not defray expenses incurred by tenderer in tendering.
17. Payment shall be released only on receipt of the bill in duplicate.
18. Price variation clause of any form shall not be accepted. Price shall remain firm till execution of job.
19. Any other details if required can be asked from the office of the Light & Energy Efficiency Cell, Room No: 117, 3rd Floor, Main Office Building, Surat Municipal Corporation, Muglisara, Surat 395 003 on request and prior to submitting the tender. No dispute at a later date shall be entertained.
20. The tenderer is requested to visit the site(s) and get acquainted with the local conditions, weather conditions, transportation facilities & all other factors affecting in submitting the offer.
21. Right to accept any or to reject any or all tenders without assigning any reason thereof is reserved by the competent authority of Municipal Corporation.

-Sd-

i/c Executive Engineer (Ele. / Ele. & Mech.),
Light & Energy Efficiency Cell,
Surat Municipal Corporation.

SEAL & SIGNATURE OF THE TENDERER:

DATE:

INTRODUCTION & SCOPE OF WORK

Tenders are invited for submitting Consultancy offer for the work of SITC Of 10 MW (AC) Ground Mounted Grid Connected Solar Photovoltaic Power Plants With Land On Lease At Any Location in Gujarat With Comprehensive Maintenance Up To 10 Years Including Free Maintenance During First Year (2nd attempt).

Introduction: -

- 1.1 SMC is one of the leading corporations in India which strives continuously for energy conservation activity continuously. By undertaking various energy conservation activities via in-house energy audit as well as external energy auditing, SMC is saving **33 GWH per annum**. SMC had commissioned 38.7 MW capacity wind power plants and 09 MW capacity of Solar power plants till date. These plants are generating **90 GWH/ annum** till date.
- 1.2 These 9 MW SPPs has already generated energy in tune of **62.74 GWH** of electrical energy till date.
- 1.3 Erection and Commissioning of another 10 MW Ground Mounted Solar Power Plant is currently underway and it expected to be commissioned in Jan – 2024.
- 1.4 Electrical energy generated from the this proposed 10 MW (AC) capacity shall be used at 33 (approx.) different sites (having HT electrical connections) of Surat Municipal Corporation.

Considering all of the above, Municipal Corporation desires to install another SPP for its water supply, sewage disposal system & other utilities.

CONSULTANT'S SCOPE OF WORK:

The total work is divided in four parts:

1. Approval of land as per tender's terms and conditions, witness / approval the tests and procedures related to the land
2. Approval of QAP / Drawings / designs / specifications of the EPC Contractor related to the project activities
3. Material/equipment's pre dispatch inspection and testing etc
4. Consultant has to depute person for supervision as and when required or at every start of important project erection milestones and prepare the report activities report
5. Consultant shall assist SMC for documentary support for dealing with statutory agency wherever possible for successful implementation of the Solar Project.
6. Performance testing and verification of solar power plant.
7. Any other activities required to be performed related to the successful erection and commissioning of solar plant.

The details are as follows: -

1. MATERIAL/ EQUIPMENT'S INSPECTION AND SITE VISITS: -

- (1) Once work order is given, consultant has to depute their technically competent and experienced representative for inspection/ testing of various important equipments/ components along with the representative of SMC whenever called for.
- (2) Consultant has to approve the offered land by project developer as per SMC tender's terms and conditions for SITC Work and also witness the tests / process related to the selection of land for the project.
- (3) During the inspection of materials/ equipments at manufacturer works or at other site, consultant has to appoint their technically competent and experienced engineer to witness and certify the inspection along with the representative of the SMC.
- (4) During the critical works of erection & commissioning stages like soil testing, topography survey, pile test, constructing the foundations, installation of MMS, Module and inverter, DC and AC Cabling, erection of electric power evacuation facility, Pre commissioning / Commissioning of Solar power plant etc; consultant has to depute their technically competent and experienced engineer for supervision of the work in progress and check the work is done as intended/ required to be executed.
- (5) Consultant has to assist to solve the unforeseen problems and advise on unforeseen developments/ difficulties while work in progress. Consultant has to take care that the work must be carried out at site as per tender's specifications & in best engineering manner, workmanship etc. so that best performance shall be achieved while Solar in operation.
- (6) In case of any dispute between Municipal Corporation and Supplier/ Consultant, consultant has to provide his opinion to solve the dispute.



2. PERFORMANCE TESTING AND VERIFICATION: -

- (1) After the successful commissioning of SPP, consultant has to verify the performance of the Solar Plant against the claim for period of six months from the date of satisfactory commissioning of Solar plant.
- (2) Consultant has to submit the two reports in duplicate regarding performance evaluation at the regular interval of every three months till the stabilization period and 12 month period of operation of solar plant are not getting over.
- (3) Performance parameters have to be clearly defined in the tender document prepared by consultant.

Consultant has to check the performance of plant during stabilization period and another 12 months after completion of stabilization period. Consultant should quote their price accordingly

GENERAL: -

- (1) **Payment will be made on actual work carried out/ completed as per tender terms/ conditions.**
- (2) Consultant suggestion does not have any legal binding to SMC and it shall be purely on advisory basis. SMC reserves its right to reject the specifications/ suggestions/ opinions/ terms & conditions laid down by consultant in the tender document. Consultant shall be

required to work as per the instruction given by the i/c Executive Engineer (Ele. / Ele. & Mech.), Light and Energy Efficiency Cell, Surat Municipal Corporation.

- (3) **In case of any dispute related to work at any stage, decision of the Municipal Commissioner will be final and binding to the consultant.**
- (4) Whatever the ideas/ suggestions given by consultant will be sole property of Municipal Corporation and Municipal Corporation reserve right to implement/ use it at another location(s) of SMC any time.

-Sd-

i/c Executive Engineer (Ele. / Ele. & Mech.),
Light & Energy Efficiency Cell
Surat Municipal Corporation.

SEAL & SIGNATURE OF TENDERER: -

DATE: -



SPECIAL TERMS AND CONDITIONS: -

THE FOLLOWING MUST BE CONSIDERED:

1. Each tender must accompany with latest passport size photograph along with specimen signature of the consultant(s)
2. In the event of the tender being submitted by a partnership firm it must be signed separately by all partners with their latest photographs duly signed thereof. The partnership deed must also be attached with the tender.
3. Income Tax Clearance Certificate/Income Tax Return Acknowledgement for last three years must accompany with the tender/ quotation.
4. For consultant(s) paying royalties to the Government, the receipt of the same must be produced.
5. The successful consultant(s) shall be required to submit photographs, address and specimen signatures in duplicate at the time of executing the agreement. The agreement shall be executed by partner/ person who have signed the tender/ quotation.
6. Service tax registration certificate must be furnished.

7.

| | | | |
|--------------------------------------|--|--|--|
| Affix Passport Size Photographs Here | | | |
|--------------------------------------|--|--|--|

Specimen signature of all partners in case of partnership agency: -

1.

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2.

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3.

.....

4.

.....

Submission of registered agreement is compulsory in case of partnership agency.

-Sd-

i/c Executive Engineer (Ele. / Ele. & Mech.),
Light & Energy Efficiency Cell
Surat Municipal Corporation.

SEAL & SIGNATURE OF TENDERER:

DATE: -

CONDITIONS OF CONTRACT

CLAUSE 1: - SECURITY DEPOSIT

The successful consultant shall also be required to deposit an amount equal to 5% of the order value as security deposit in Municipal Treasury in cash/ by Demand Draft or in form of FDR in the name of “Municipal Commissioner, Surat Municipal Corporation” of any nationalised bank/ scheduled bank, Surat branch only within 15 days of order failing which penalty @ 0.065% per day of delay on total amount of security deposit will be levied. The security deposit shall be released only after successful completion of the complete job.

If the amount of the security deposit to be paid in lump sum within the period specified above is not paid the tender contract already accepted shall be considered as cancelled. The security deposit lodged by consultant shall be refunded after the expiry of the Defects Liability/ Guarantee period as mentioned in the tender elsewhere after deducting dues, if any, which become liable to be recovered from the consultant under the terms and conditions of this agreement.

CLAUSE 2: - ACTION WHEN WHOLE OF THE SECURITY DEPOSIT IS FORFEITED

In any case in which under any clause of or clauses this contract the consultant shall have tendered himself liable to pay compensation amounting to the whole of this security deposit (whether it is paid in one sum or deducted by instalments) or in the case of abandonment of the work owing to serious illness or death of the consultant or any other causes, the Commissioner on behalf of the Municipal Corporation shall have power to adopt of the following course, as he may deem best suited to the interest of Municipal Corporation.

✧ To rescind the contract (of which rescission notice in writing to the consultant under the hand of the Commissioner shall be conclusive evidence) and in that case that security deposit of the consultant shall stand forfeited and be absolutely at the disposal of Municipal Corporation.

In the event of the above course be adopted by the Commissioner the consultant shall have no claim to compensation for any loss sustained by him by reason of his purchased or procured any materials or entered into any engagements or made any advances on account of or with a view to the execution of the work or the performance of the contract. And in case the contract shall be rescinded under provision aforesaid, the consultant shall not be entitled to recover, or be paid any sum for any work thereto actually performed by him under this contract unless and until the Additional City Engineer shall have certified in writing the performance of such work and the amount payable to him in respect thereof, and he shall only be entitled to be paid the Particular so certified.

CLAUSE 3: - EXTENSION TO TIME

If the Consultant shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Commissioner within 30 days from the date on which he was hindered as aforesaid on or which the cause for asking for extension occurred and the Commissioner may, if in his opinion, there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of the Commissioner in this matter shall be final.

CLAUSE 4: - PAYMENT AT REDUCED RATE

The rates for several items of the work agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of works are not accepted, the Engineer-in-charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

CLAUSE 5: - BILLS ON PRINTED FORM

The consultant shall submit all bills on the printed forms to the office of the Engineer-in-charge. The charges forms to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions, and not mentioned or provided for in the tender at the rates hereinafter provided for such work.

CLAUSE 6: - WORKS TO BE EXECUTED IN ACCORDANCE WITH TENDER SPECIFICATIONS, TERMS/ CONDITIONS ETC.

The consultant shall be required to do the work in every respect in strict accordance with the tender specifications, terms/ conditions.

CLAUSE 7: - CONSULTANT LIABLE FOR DAMAGE DONE

If the consultant or his workmen; or servants shall break, deface injure or destroy any property of Municipal Corporation in which they may be working, or any building, road, fence enclosure or grass land or cultivated ground continuous to the premises on which the work of any part thereof is being executed; or if any damage shall be done to the work for any cause whatever while if is in progress or if any imperfection become apparent in it within the Defect liability period mentioned above by Engineer-in-charge the consultant shall make good the same at his own expense, or in default the Engineer in charge may cause the same to be made good by other workmen and deduct the expenses (of which certificate of Engineer-in-charge shall be final) from any sum that may be due or thereafter became due to the consultant or from his security deposit or the proceed of sale thereof or of a sufficient portion thereof.

CLAUSE 8: - LIABILITY OF CONSULTANT FOR ANY DAMAGE DONE IN OR OUTSIDE WORK AREA

Compensation for all damage done intentionally or unintentionally or by consultant's staff whether in or beyond the limits of municipal property shall be estimated by the Engineer-in-charge or such other office as he may appoint & estimates of Engineer-in-charge subject to the decision of the Commissioner on appeal be final & the consultant shall be bound to pay the amount of the assessed compensation of demand failing which the same will be recovered from the consultant as damage from the security deposit or deducted by the Engineer-in-charge from any sum that may by due or become due from Municipal Corporation to the consultant under this contract or otherwise. The consultant shall bear the expenses of defending any action or other legal proceedings that may be brought by any person from injury sustained by him owing to negligence of precautions to prevent the spread of fire & he shall also pay any damages and cost that may be awarded by the court in consequence.

CLAUSE 9: -

No work shall be done on Sunday without the sanction in writing of the Engineer-in -charge.

CLAUSE 10: -

All sums payable by a consultant by way of compensation under any of these conditions shall be considered as a reasonable compensation to be applied to the use of Municipal Corporation without reference to the actual loss or damage sustained and whether any damage has or has not been sustained actual loss.

CLAUSE 11: - CHANGES IN THE CONSTITUTION OF FIRM TO BE NOTIFIED

In the case of a tender by partners any change in the constitution of a firm shall be forthwith notified by the consultant to the Engineer-in-charge for his information.

CLAUSE 12: - DECISION OF COMMISSIONER TO BE FINAL

Except where otherwise specified in the contract decision of the Commissioner shall be final conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specification designs, drawings and instructions here in before mentioned and as to the quality of workmanship, or materials used on the work, or as to any other question, claim, right, matter, or thing whatsoever in any way arising or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions, or otherwise concerning the works or the execution or failure to execute the same, whether arising, during the progress of the work or after the completion or abandonment thereof.

CLAUSE 13: -

All taxes shall also be paid by consultant according to the Municipal rules in force at the time and no refund/ certificate shall be given by the Municipal to the consultant after successful completion of the contract.

CLAUSE 14: - COMPENSATION UNDER WORKMAN'S COMPENSATION ACT

The consultant shall be responsible for and shall pay any compensation to his staff payable under the workmen's Compensation Act 1923 (VIII of 1923) or any statutory modification thereof for injuries caused to staff.

CLAUSE 15: - METHOD OF PAYMENT

Payment to consultants shall be made by cheques drawn on any Bank in Surat, provided the amount exceeds Rs.10: - Amounts not exceeding Rs.10 will be paid in cash.

CLAUSE 16: - ACCEPTANCE OF CONDITION COMPULSORY BEFORE TENDERING FOR WORK

Any consultant who does not accept these conditions shall not be allowed to tender for works.

CLAUSE 17: - CLAUSE HEADINGS

The clause headings in these conditions are for purposes of reference only and are not to be deemed to form part of this contract.

CLAUSE 18: -

Disputes if any shall be discussed and mutually settled and in case of disagreement the same shall be referred to Commissioner/ Standing Committee. After referring to Commissioner/ Standing Committee if the said dispute is not solved, the same shall be referred to the court subject to Surat Jurisdiction only.

-Sd-

i/c Executive Engineer (Ele. / Ele. & Mech.),
Light & Energy Efficiency Cell
Surat Municipal Corporation.

SEAL & SIGNATURE OF TENDERER: -

DATE: -



**SURAT MUNICIPAL CORPORATION
LIGHT & ENERGY EFFICIENCY CELL
ONLINE SHORT TENDER NOTICE NO. ACE (ELE/MECH)/LIGHT & EEC/14/2023-2024**

TECHNICAL/ SERVICE PROFILE PERTAINING TO CONSULTANT


- 1 Name of the firm :
- 2 Address with name of contact person :
Head Office :

- Main Office in Gujarat :

- Office Nearest to Surat :

- Telephone No. :

- Telex/ Fax No. :

- E-mail Address (if any)  :

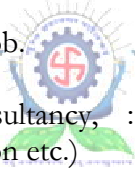
- PAN Number :
(Please attach attested copy)

- GST Registration No: - :

- 3 Give details about your service network :

- 4 Give details of Technical personnel, list :
of tool/tackles, instrument possessed by
you

- 5 Work completion period : **as described earlier in the
technical-bid**

- 7 Rates quoted are inclusive of all i.e. taxes/ :
duties, service tax, transportation, local
conveyance, lodging, boarding etc.
- 8 Portion or percentage of the work :
tenderer proposes to sub – contract (if
any), in case the contract is awarded.
- 9 For how many years has the organisation :
been in business under its present name
& style?
- 10 Have you ever not completed the work :
awarded to you? (If so give the name of
project and reasons for not completing
the work on separate page.)
- 11 Satisfactory Work Completion : **Attached**
Certificates given by renowned clients
- 12 Details of your latest completed job. 
- (i) Type of work (i.e. consultancy, :
tender preparation, supervision etc.)
- (ii) Name of the firm :
- (iii) Type of Solar power plant :
- (iv) Capacity of Solar power plant :
- (v) Actual Time taken :
- (vi) Solar Power project's cost (Rs.) :

- Note: -**
- *-- Tenderer must be required to furnish this data here; otherwise his/ their price-bid will not be opened.
 - Filling of each and every column is must for evaluation.

SEAL & SIGNATURE OF TENDERER: -

DATE: -

Tenderer's Certificate/ Undertaking

- ☞ *I/we hereby declare that I/We have persuaded in detail and examined closely the scope of work, all other terms & conditions described in the tender documents. I/We hereby agree to be bound by and comply with all such specifications/terms, conditions etc.*
- ☞ *I/We also confirm that my/our offer is strictly in line with the tender specifications, stipulations, terms and conditions etc. and understand that in the event of any deviations, technical or commercial, my/our price bid will not be opened.*
- ☞ *I/We have understood the tender specifications/ terms/ conditions/ all content of tender and particularly intent behind the content and bind myself for same.*
- ☞ *If any items/ conditions/ specifications/ scope of work is mentioned differently at more than one place(s), most stringent will apply.*
- ☞ *In case of discrepancy in final date of submission of technical-bid or price-bid, the date(s) mentioned in tender notice will be considering as final and governing.*

SEAL & SIGNATURE OF TENDERER: -

DATE: -

AFFIDAVIT

Name of Work: _____

I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct. I also understand that in case of wrongful / false information, corporation is entitled to take any civil & criminal punitive action against me /us.

The undersigned also hereby certifies that neither our firm M/s _____ nor any of its constituent partners have abandoned any work in India nor any contract awarded to us for such works has been rescinded during last five years, prior to the date of this bid.

The undersigned hereby authorize(S) and request (s) any bank, person, authorities, government or public limited institutions, firm or corporation to furnish pertinent information deemed necessary and requested by the SMC to verify our statements or our competence and general reputation.

The undersigned understands and agreed that further qualifying information may be requested, and agrees to furnish any such information at the request of the SMC.

The SMC and its authorized representative are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Affidavit will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in the tender or with regard to the resources, experience and competence of the Applicant.

Signed by the authorised signatory of
the firm

Title of the office

Name of the firm

Date

Note: The affidavit format as indicated above to be furnished on non judicial stamp paper of Rs. 50 and duly notarized.