

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.
- 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

### **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.

### **A. 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 Bidders Representatives.
2. The bidder's names, the Bid Prices, total amount of each bid and other details as ITI may consider appropriate, will be announced and recorded by ITI at the opening. The bidder's authorized representatives will be required to sign this record.
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.

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

ITI 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 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 for award 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 bidder's 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 but not limited) required for installation- commissioning of 100 kWp Grid Connected SPV Power Plant duly certified by ITI, 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 100 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 100 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.**

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 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 6 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 15 calendar days after Issuance of Letter of Award (LOA)
3.	Registration of Solar Power Project with DISCOM	within 30 calendar days after Issuance of Letter of Award (LOA)
4.	Installation of Solar Power Projects	within 180 calendar days or 6 Months after Issuance of Letter of Award (LOA)
5.	Commissioning and Acceptance of Solar power project	within 240 calendar days or 08 Months after Issuance of Letter of Award (LOA)

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

S. N.	Milestone	Work Schedule
1	In Two Month	> 20% Completion of work of Solar power project
2	In Four Month	> 50% Completion of work of Solar power project
3	In Six Month	80% Commissioning, testing, Acceptance and handling over the project to ITI Ltd
4	In Eight Month	100% Commissioning, testing, Acceptance and handling over the project to ITI Ltd

## 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, for the said extension, penalty as per —PENALTY CLAUSE 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. 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. The rights for decision will be reserved by ITI.

## **24. PENALTY CLAUSE**

- A.** If the systems are not installed and commissioned within the stipulated period as mentioned in the work order the Bidder shall be required to pay penalty of 0.5% (half percent) of tender amount per week, maximum up to 10% of the total cost of the systems and the amount shall be recovered either from the amount due to the Bidder or from Security Deposit.
- B.** If Successful bidder is not able to complete the project in due time the same shall be got done through other contractor and the Successful bidder has to bear all the cost incurred against the balance work left by him for the completion of project.
- C.** Cancellation of work order shall be executed if the progress of the project is not satisfactory. ITI at their will reserves right to levy penalty or take any other appropriate action against the contractor.

## SECTION-III

### 1. GENERAL CONDITIONS OF CONTRACT (GCC)

#### A. General Terms and Conditions:

The following are the General Terms and Conditions of Contract for Supply, Installation and commissioning of SPV Power Plant, as per the specifications given in the document.

- i. Bidder shall be responsible for any damage occurred, if any, at the site during the execution of work.
- ii. The Bidder should provide appropriate tools and equipments to the workmen and ensure that those are in proper working condition and the workmen use the appropriate tools and take precaution —**PLEASE NOTE THAT ANY ACCIDENT TO THE WORK MEN / PUBLIC / ANIMALS / PROPERTY BOTH MOVABLE AND IMMOVABLE SHALL BE ENTIRE AND SOLE RESPONSIBILITY OF THE BIDDER AND ANY PROCEEDING ARISING OUT OF THE SAME SHALL BE AT THE BIDDER'S RISK AND COST, ITI OR ITS EMPLOYEES WILL NOT BE RESPONSIBLE FOR ANY SUCH INCIDENT.**
- iii. Bidder should provide necessary manufactures test certificates for materials being used for the work. Power curve of all the panels will be provided by ITI Limited.
- iv. The selected Bidder is bound to work on the guideline provided by ITI from time to time. Guidelines if issued in future by ITI, the changes proposed will also be applicable without augmentation in project cost till the completion of 5 years CMC period.
- v. The Bidder shall carry out the work strictly according to the specifications as per given in Section-IV and complete the work within stipulated time.
- vi. It is the responsibility of Bidder to submit the reports for systems installed & commissioned and certificates for undertaking the responsibility of maintenance of the systems.
- vii. Bidder shall also impart training to the ITI personnel's for regular Operation & Maintenance of the systems and certificate in this respect should be submitted.
- viii. Bidders should give Guarantee against any manufacturing defects from the date of commissioning up to 5 years CMC period. For any manufacturing defects, supplier

shall replace defective parts at free of cost during the CMC period and shall keep the system functional.

- ix. ITI officials will do inspection as and when necessary, during the execution of work and thereafter subsequent to installation and commissioning of the work for the purpose of issuing final completion certificate.
- x. In the event of any discrepancy observed in specifications, the specifications given by ITI will be final. In the event of dispute arising any time, related to this work and document, decision of the **ITI Ltd** shall be final.
- xi. ITI at its discretion may visit supplier's factory for testing / inspection at any time during the period of supply and installation of the systems.
- xii. ITI will not pay any interest on any amount, due to the Bidders.
- xiii. During the inspection, if any deviations in Technical Specifications are observed, ITI reserves right to test any solar module / system at any authorized test center of MNRE. Bidder shall provide the facilities for getting the sample tested & the supplier shall bear the cost for the same.
- xiv. If the supplier fails to complete the work or partially completes it then, ITI reserve right to cancel the work order and get it done from other supplier and any loss due to this shall be recovered either from any amount due to the supplier or from their Security Deposit.
- xv. The Wiring must be carried out in casing-capping / conduit which are suitable as per site condition.
- xvi. It will be responsibility of the Bidder for procurement and installation of Net Meter in the system.
- xvii. It will be responsibility of the bidder to provide required WIFI system through any network for real time monitoring of the system using internet and downloading of data for initial one year period, later the bidder/supplier may handover the WIFI system to ITI for its maintenance.
- xviii. It will be responsibility of the Bidder to ensure the satisfactory performance of the system.
- xix. The Bidder shall provide the display board of size 3ft x 3ft that gives detailed information of system along with the contact details of manufacturer. This will help the beneficiary during 5 years CMC period.

- xx. The Bidder shall comply with the provision of contract labour (Regulation and Abolition) Act 1970, minimum wages Act 1948, payment of the wages Act 1963 Workmen's Compensation Act 1961, the contract labour (Regulation and Abolition) Act 1979 and all other related Acts and any modification thereof or any law relating thereto and rules made there under from time to time.
- xxi. If any information / confirmation on any point of these tender conditions are required Bidder may contact / write to CE – PL(Corporate office), Bangalore ITI Limited giving tender reference no. etc.
- xxii. In the event of dispute during installation & commissioning of the systems related to the work and documents, decision of the ITI shall be final.
- xxiii. The successful bidder shall ready to sign the Integrity Pact with ITI.
- xxiv. Once the Bidder submit his offer and subsequently if not interested to work, in such case ITI will forfeit his EMD amount.
- xxv. At the time of placing work order and during the implementation ITI can revise the technical terms and conditions if revised by MNRE, which will be binding on the Bidder.
- xxvi. ITI, reserves the right to select L-2 Bidder i.e. second lowest Bidder to complete the work, if L1 i.e. lowest Bidder fails to fulfill tender conditions or fails to complete the work.
- xxvii. It is binding on the successful Bidder to submit Price bill of Quantity, make and Model of components, test certificates/reports and other original certificates, documents required by ITI.
- xxviii. The company shall deduct the TDS as per the Income Tax Act.
- xxix. The bidder must acknowledge that all the work of the project must be carried out under the supervision of licensed electrical contractor. The responsibility of electrical works, safety precautions and safety parameters of the project shall be ensured by the bidder.
- xxx. The Vendor shall sign these conditions on each page at the end in token of acceptance of all the terms and it would be attached with the bid along with the declaration mentioned in above. He should also sign at the bottom of each of the pages of his bid to be submitted.