

3. The successful tenderers shall have to execute an agreement within 3 days after allotment of the contract and will have to deposit 5% of the total cost of contract as security. In case of failure to execute the contract as per NIT/AGREEMENT, the earnest money along with security deposit if any will be forfeited and the fodder shall be purchased at the risk, cost and responsibility of the contractor/supplier.
4. The security deposit in respect of successful contractor/suppliers shall be refunded after successful completion of the contract.
5. The tenderers shall carefully examine the conditions i.e. specifications of the items to be supplied. In case of any doubt the tenderer shall before signing the contract, refer to Accounts Officer (Member Secretary) ASH&F UT Ladakh and get necessary clarifications.
6. The rates quoted should be inclusive of all taxes, duties and other incidental handling, commission charges etc.
7. The successful tenderer shall have to furnish security deposit @ Rs.5% of the total value of the supply order less by earnest money already furnished.
8. The rate contract shall remain valid for 365 days from the date of issue of rate contract or till the next tenders is finalized. The price escalation during the current contract shall not be allowed in any case.
9. All the terms and conditions of the NIT shall form a part of work order and agreement.
10. The successful tenderer shall have to abide by the standard terms and conditions of contractual obligations as laid down in GFR 2017 and the conditions as per the contract.
11. The successful tenderer shall be responsible for execution of contract in full and shall not in any case assign or sublet, the approved items or part thereof to any other party. Suitable penalty upto 10% of the total value of the contract shall be imposed for any such deviation from contractual obligations on the merit of case, which shall be recovered from earnest money/security deposit leading to debarring/black listing of the supplier/firm/dealer/original manufactures from entering into the tender competition in future at Leh UT Ladakh.
- 12. 100% payments shall be made after the completion of work ordered/ installation and testing/verification by Divisional verification committee of HMAARI, SKUAST-K Leh.**
13. In case of any dispute/difference to doubts between the concerned Purchasing Officers and approved supplier, the verdict of the Chairman, UT Level Purchase Committee, ASH&F UT Ladakh shall be final and binding on both the parties.
14. No conditional tender shall be accepted. The Chairman, Chairman, UT Level Purchase Committee, ASH&F UT Ladakh reserve the right to accept or reject any tender/Offer without assigning any reason thereof.
15. The quantity shown in the tender is tentative and may be increased/decreased or deleted. It will depend on the actual requirement based on availability of funds. It shall not be obligatory on the department to purchase/order the advertised in part on full.

Part III

TECHNICAL BID

1. Minimum Criteria for Bidding

The bidder must have following minimum criterion for bidding:

- a. The bidder must ensure that the motor pump set manufacturer has ISO 9001 certification.

- b. The bidder must have annual turnover of Rs. 100.00 Lacs each year in last two financial year from Solar related Projects/Business only.
- c. The Solar module quoted must be from Tier 1 manufacturing company in India and offered modules should be manufactured in accordance with IEC 61215 Edition II for meeting quality standards of crystalline silicon solar cell modules.
- d. The bidder must have experience of supplying, installing and commissioning of Solar AC submersible pumps for more than 2 years in India.
- e. The bidder must have service centre in Leh & local bidder with experience in similar work shall be given preffer.

2. Experience of the Bidder

A comprehensive list of past projects implemented, by the bidder, indicating clients, dates, size of projects and any other relevant material should be included in the offer.

3. INSTRUCTIONS, TERMS AND CONDITIONS:

- a. The bidder must have PV modules tested at one of the IEC approved test centres. Test certificates to be enclosed.
- b. Proof of Earnest Money.
- c. Income Tax Clearance Certificate.
- d. Proof of annual turnover of Rs.100.00Lacs in the last financial year and 50% from solar photo voltaic turnover
- e. Demand Draft for the purchase of tender document
- j. The bidder must have experience of supplying, installing and commissioning of Solar AC submersible pumps for more than 2 years in India.

4. SPECIAL INSTRUCTIONS:

- a. Tenders not submitted on the lines indicated above are liable to be rejected without any correspondence.
- b. Request for extension in last date of receipts of tenders shall be ignored.
- c. The purchaser reserves the right to order additional quantity or reduce the quantity of the material advertised at the time of placement of order for which the quoted rate shall be valid.
- d. All legal proceedings in connection with the order, tender will be subject to the jurisdiction of local court of UT Ladakh.
- e. The purchaser reserves the right to divide the order between two or more tenders for 100% achievement.
- f. The purchaser shall not be bound to accept the lowest or any tender and reserves to itself the right of accepting the whole or a portion of any of the tender, as it may deem fit, without assigning any reason thereof.
- g. Any form of canvassing by the tenderers to influence the consideration of their tender shall liable to summery rejection.
- h. In order to avoid delay caused by postal correspondence and to expedite the process, the purchaser may require the successful tenderer to hold technical & commercial negotiations and convey the decision/acceptance on behalf of the tenderer, with the Purchase Committee.
- i. The condition hereafter deal with systems details and supplementary conditions of the contract in addition to those stipulated in foregoing clauses which along with schedules and annexure, shall be deemed to form part of detail specification for equipment. The tenderer are advised to study and familiarize themselves with the terms & conditions of the tender.
- j. All material shall be best quality in the market and be capable of satisfactory operation when exposed to the local atmospheric conditions at site.

- k. The tenderer is required to submit a statement of facts in details as to their previous experience in performing a similar or comparably work and business and technical similar or comparable work and business & technical organization. Financial resources and manufacturing facilities available to be used in performing the contract.
- l. Force majeure clause shall apply.
- m. No other conditions except those mentioned above will be acceptable.
- n. Offers not complying with the delivery schedule shall be considered non responsive and shall not be evaluated
- o. Offers not providing clause by clause compliance shall be considered non responsive and shall not be evaluated
- p. Offers not providing minimum array capacity of designated rating (Wp) shall be considered non responsive and shall not be evaluated
- q. Offers not submitted as per price bid format shall be considered non-responsive and shall not be evaluated.

5. WARRANTY:

- The warranty period for the water pumping system including the motor pump set will be a minimum of two years from the date of installation of the system.
- PV modules supplied with the solar water-pumping system must be warranted for output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
- Necessary maintenance spares for three years trouble free operation shall also be supplied with the system.
- The supplier shall be responsible to replace free of cost (including transportation and insurance expenses) to the purchaser whole or any part of supply which under normal and proper use become dysfunctional within one month of issue of any such complaint by the purchaser.
- In case the supplier fails to rectify/replace the defective/damaged equipment including transit damage, shortages within one month from the date of intimation of such shortage/damage, they shall have to pay interest to The District Superintending Engineer, Leh, and Leh @3% per month on the value of such materials.

6. MAINTENANCE:

- The supplier shall be responsible for the maintenance of the systems for a period of 3 years (inclusive of 2 years of warranty) from the date of commissioning of the systems. The price quoted by the supplier should include the maintenance for 3 years. The bidder shall give the details of their service centres in Leh district or nearest places and ensure that all the essential men and materials are placed to ensure quick and efficient operation and after sales service.

7. SALES TAX ETC:

- The rates offered by the tenderer for design, manufacturing, supply, installation, commissioning, construction of civil works and operation and maintenance should be inclusive of all taxes, F.O.R. at the site.
- In case of failure to deliver in full the required supplies on order, the purchaser shall have the right to make a risk purchase at the cost of

supplier and/or cancel the contract and claim reasonable compensation/damages. The contract of supply shall be repudiated if the supplies are not made within the prescribed period and to the satisfaction of the purchasing officer.

- The price bid should include GST , income tax, surcharge on income tax, service tax, local taxes etc. Income tax, service tax and other deductible taxes shall be deducted at the source.

8. DELIVERY OF THE PUMP:

- The bidder shall indicate delivery time along with the offer and shall be mutually agreed at the time of order finalization.

9. VALIDITY:

The tender should be unconditionally valid for a period of twelve months from the date of opening of the tenders. The quoted price per system as such shall be firm and not variable with the market price. The rates approved as per the NIT year would be valid for further purchase of the systems during the validity period. Any tenderer revising the offer within the validity period, without prejudice to other remedies available with the department is likely to be blacklisted.

10. PENALTY:

In case of failure on the part of the tenderer to make supplies and execute the work in full, part thereof within the delivery schedule stipulated in the purchase order, penalty @ 0.5% per week of undelivered portion subject to a maximum of 15% of the cost of undelivered portion shall be levied.

Standard force majeure clause applicable to this contract.

11. CHANGES:

No variation or modification or waiver of any of the terms and provisions of these specifications shall be deemed valid unless mutually agreed upon in writing by both the purchaser and the supplier.

12. PACKING:

The bidder shall be responsible for assuring that all commodities shipped are properly packed and protected to prevent damage or deterioration during shipment. Packaging and shipping costs shall be borne by the supplier. Customs clearance and all costs and actions associated with import duties, taxes and processing of documents are to be borne by the bidder. The supplier shall be responsible for all the damages/losses if any. All crates shall be marked with proper signs indicating UP and DOWN sides of the packing and also unpacking instructions considered necessary by the supplier.

13. INSURANCE:

The bidder shall provide insurance coverage ex-factory until commissioning, and acceptance for replacement or repair of any part of the consignment due to damage or loss.

14. HEALTH, SAFETY AND ENVIROMENT:

The bidder shall submit the following before starting the installation of the solar water pumping system.

- Safety and Environment policy of the Company
- HSE Manuals for Installation
- Emergency Management Plan

15. AGREEMENT:

The successful tenderer(s) shall be required to execute an agreement on a valid stamped paper for strict compliance of the terms and conditions of the contract, vis-à-vis the NIT and the supply order within seven days of placement of the order



DIRECTOR
Animal/ Sheep Husbandry & Fisheries
(Chairman, UTLPC) U.T Ladakh

No: -DASHF/MS/UTLPC/2021-22/
/11/2021

Dated: -

Copy to the:

1. Technical Director, NIC for favour of information with the request to upload the e NIT in official website for wide publicity please.
2. Associate Director, SKAUST-K Stakna for information.
3. Chief Animal Husbandry Officer Leh/Kargil for information.
4. District Sheep Husbandry Officer, Leh/kargil for information
5. Assistant Director Fisheries Leh/Kargil
6. Assistant Director, Information Department for information with the request to publish the e NIT in leading newspaper for wide publicity.
7. Accounts Officer ASH&F Ladakh for information.