

TENDER DOCUMENT

FOR

RATE CONTRACT OF DESIGN, SUPPLY, INSTALLATION & COMMISSIONING OF SOLAR ROAD STUDS

TENDER NO. NEDA/ PV Studs/2007(3)

NAME OF FIRM -----

SIGNATURE OF TENDER ISSUING OFFICER



**NON-CONVENTIONAL ENERGY DEVELOPMENT AGENCY, U.P. (NEDA)
(Deptt. Of Additional Source of Energy, Govt. of U.P.)
Vibhuti Khand, Gomti Nagar, Lucknow, U.P.
Tele. 91-0522-2720688; 2720652, 2720779, 2720894
Email: nedaup@dataone.in
Web site: <http://neda.up.nic.in>**

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Tender Notice

Non-Conventional Energy Development Agency, U.P. (NEDA)
(Deptt. of Additional Sources of Energy, Govt. of U.P.)
Vibhuti Khand, Gomti Nagar, Lucknow - 226010
Tel.No. 91-0522-2720652, 2720894, Fax: 0522-2720829
Website: <http://neda.up.nic.in> E-Mail: nedaup@dataone.in

Sealed and separate tenders are invited on rate contract basis excluding item no.8 for the supply, installation and commissioning of following items from reputed manufacturers or their authorized single dealer located in Uttar Pradesh as per the details given below.

Sl. No	Item	Approx. quantity	Tender No.	Earnest Money (Rs.)	Cost of Tender Document (Rs.)	Date /time of opening technical bid	Date/time of opening of financial bid
1.	Solar Water Heater of various capacity (LPD)	25000	NEDA/SWH/2007(3)	50000	1000	12-03-2008 at 12:30 p.m.	18-03-2008 at 12:00 noon
2.	Solar Dish Cooker (Nos.)	500	NEDA/Dish Cooker/2007(3)	30000	200	12-03-2008 at 12:30 p.m.	18-03-2008 at 12:00 noon
3.	Solar Street Light (Nos.)	1000	NEDA/SSL/2007(3)	270000	5000	12-03-2008 12:30 p.m.	18-03-2008 12:00 noon
4.	Solar Road Studs.(Nos.)	160	NEDA/PV Studs/2007(3)	4000	200	12-03-2008 at 12:30 p.m.	18-03-2008 at 12:00 noon
5.	Solar Blinkers (Nos.).	80	NEDA/PV Blinkers/2007(3)	27600	200	12-03-2008 at 12:30 p.m.	18-03-2008 at 12:00 noon
6.	Solar Power Generator for various capacity (Nos.)	20	NEDA/PV Power Generator /2007(3)	60000	500	12-03-2008 at 12:30 p.m.	18-03-2008 at 12:00 noon
7.	PVC Water Tank for Solar PV Pumps (Nos.)	85	NEDA/PVC Tank/2007(3)	42500	500	12-03-2008 at 12:30 p.m.	18-03-2008 at 12:00 noon
8.	State Level Energy Park	01	NEDA/State Level/2007(3)	200000	2000	13-03-2008 at 12:30 p.m.	19-03-2008 at 12:00 noon
9.	Rate for Catering for Training Centre, Chinhat	Rate Contract for Catering for one year	NEDA/Training-Menu-9/2007(3)	30000	2000	13-03-2008 at 12:30 p.m.	19-03-2008 at 12:00 noon

Tender document (TD) shall be sold from 20th February, 2008 to 11th March., 2008 for items from sl.no.1 to 7 and for items on sl. no. 8 & 9 from 20th February, 2008 to 12th March 2008, during 10.00 a.m. to 5.00 p.m. Submission of TD shall be up to 12:00 hours on the date of opening of technical bid TD can be obtained by making payment through Demand Draft/pay order, drawn in favour of Director NEDA, payable at Lucknow or by cash from Head Office, NEDA, Lucknow. TD

can also be downloaded from website, in which case, an amount equal to the cost of TD is to be enclosed as demand draft, in favour of Director NEDA, payable at Lucknow failing which, tender shall not be considered. Number of the systems mentioned as above, may increase or decrease. Director, NEDA reserves the right to reject any or all tenders without assigning any reason thereof.

Secretary, NEDA

Annexures

S.No	Annexure No	Particulars	Yes/No
1	Annexure-I	Earmest money	
2	Annexure-II	Tentative supply capacity of the tenderer per month	
3	Annexure-III	<u>Experience</u> - (relevant project(s) completed) :	
4	Annexure-IV	Self certificate about manufacturing of SPV products	
5	Annexure-V	CST /UPTT/VAT registration certificate.	
6	Annexure-VI	Last year's audit report/balance sheet by CA	
7	Annexure-VII	The details of post installation services facilities in districts of U.P.	
8	Annexure-VIII	Self certification about life cycle of battery.	
9	Annexure-IX	Certificate of participating in the tender as a single dealer of Uttar Pradesh	

2. **Covering Letter :**

From,
(Full name and address of the tenderer)

M/S
.....
.....
.....

To,
The Director,
Non-conventional Energy
Development Agency,
Vibhuti khand, Gomti Nagar
Lucknow-226 010

Subject: - Offer in response to tender no: NEDA/ PV Studs/2007(3)

Sir,

We hereby submit our offer in full compliance with terms & conditions of the attached tender. The tenders are submitted in two separate and sealed envelopes marked Part-I & Part-II.

(Signature of tenderer)

3. PARTICULARS OF TENDER :

1. Tender No. : **NEDA/ PV Studs/2007(3)**
2. Particulars of the work : Rate contract of design, supply, installation & commissioning of Solar Road Studs
3. Period of work : Four months from the award of work
4. Cost of tender document : Rs. 200.00 in the form of Bank Draft/Pay Order payable at Lucknow in favour of Director NEDA
5. Last date and time of submission of tender : 12.03.2008 up to 12 Noon.
6. Amount of Earnest money deposited : **Rs. 4000/- in the form of Bank Draft /Bank guarantee**
7. Period of validity of tender for acceptance : One year from opening of tender
8. Date and time of opening of tender : 12.03.2008 at 12.30 p.m.
9. Place of opening of tender : NEDA, Vibhuti Khand, Gomti Nagar, Lucknow
10. Name and status of firm / company/individual to whom tender document is issued. :

**(Signature of tenderer)
with seal**

4. GENERAL PARTICULARS OF TENDERER :

- 1- Name of firm :
- 2- Postal Address :
- 3- Telegraphic address :
- 4- Telephone, Telex, Fax No :
- 5- E-mail :
- 6- Web site :
- 7- Name and designation of the :
Representative of the tenderer to
Whom all references shall be made
- 8- Amount of earnest money deposited. :
(as Annexure-I)
- 9- Details of bank draft/Bank guarantee :
- 10- Financial capacity of the contractor/firm :
for carrying out the work .
- 11- Name and address of the Indian/foreign :
collaboration, if any.
- 12- Has anything/extra other than price of items :
(as mentioned in price schedule)
has been written in the price schedule.
- 13- Has the contractor/firm have to pay arrears:
of income tax, if yes, up to what amount.
- 14- Has the contractor/firm have been ever debarred:
by any Govt. Deptt./ Undertaking
for undertaking any work.
- 15- Tentative capacity of supply per month :
(as Annexure-II)
- 16- Details of offer (please mention number of pages :
and number of Drawings.)
- 17- Reference of any other information attached:
by the tenderer (please mention no. of pages
& no. of drawings)
- 18- Has the contractor have any relative working :
in NEDA, if yes, state the name and designation.

**(Signature of Tenderer)
with seal**

5. EXPERIENCE - (RELEVANT PROJECT(s) COMPLETED) :

Please fill in information about similar projects undertaken in SPV especially of Solar road studs, if required, please use additional sheets (As Annexure-III)

1. Name of organization which has awarded the works. :
(Please enclose list of organization)

2. Name of the location of the work. :
(Please enclosed list of installation)

3. Total contract amount. :

4. Year of award. :

5. Detail of involvement in work as an individual or as a company. :

6. Was the work satisfactorily completed within stipulated period ? :

(Signature of tenderer)
with Seal

6. DECLARATION BY THE TENDERER :

(Regarding Tender NO. NEDA/PV Studs/2007(3)

I/We _____ (hereinafter referred to as the Tenderer) being desirous of tendering for the work under the above mentioned tender and having fully understood the nature of the work and having carefully noted all the terms and conditions, specifications etc. as mentioned in the tender document, DO HEREBY DECLARE THAT-

1. The Tenderer is fully aware of all the requirements of the tender document and agrees with all provisions of the tender document.
2. The Tenderer is capable of executing and completing the work as required in the tender.
3. The Tenderer accepts all risks and responsibilities directly or indirectly connected with the performance of the tender.
4. The Tenderer has no collusion with other contractor, any employee of NEDA or with any other person or firm in the preparation of the bid.
5. The Tenderer has not been influenced by any statement or promises of NEDA or any of its employees but only by the tender document.
6. The Tenderer is financially solvent and sound to execute the work.
7. The Tenderer is sufficiently experienced and competent to perform the contract to the satisfaction of NEDA.
8. The information and the statements submitted with the tender are true.
9. The Tenderer is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may effect the work, its performance or personnel employed therein.
10. The Tenderer has not been debarred from similar type of work by NEDA and or Government undertaking/ Department.
11. This offer shall remain valid for acceptance for 12 (twelve) months from the date of opening of the tender.
12. The Tenderer has attached herewith the earnest money as required in the tender document.
13. The Tenderer accepts that the earnest money be absolutely forfeited by NEDA, if the tenderer fails to undertake the work or sign the contract within the stipulated period.
14. The Tenderer gives the assurance to execute the tendered work as per specifications, terms and conditions.

(Signature of tenderer)
WITH SEAL

PART-2

INSTRUCTION TO TENDERERS

SECTION - I: INTRODUCTION

ELIGIBILITY CONDITIONS :

The Tenderer should provide sufficient evidence to satisfy the following conditions that:-

1. The Tenderer shall submit a self certificate that they are manufacturer of one or more major sub systems of SPV module and SPV based products. (as **Annexure-IV**).
2. The Tenderer should have valid CST /UPTT/VAT registration certificate. A copy of which should be enclosed. (as **Annexure-V**).
3. The Tenderer should have adequate financial stability and status to meet the financial obligations pursuant to the scope of works. Last year's audit report/balance sheet by CA should be enclosed. (as **Annexure-VI**).
4. The Tenderer should have adequate post installation services facilities in districts of U.P. The details of which should be enclosed. (as **Annexure-VII**).
5. The Tenderer should have to provide self certification about life cycle of battery. (as **Annexure-VIII**).

**(Signature of Tenderer)
with seal**

SECTION - 2: THE TENDER DOCUMENT

2.1 CONTENT OF TENDER DOCUMENT

2.1.1 The Tender procedure and contract terms are prescribed in the Tender Document. In addition to the Invitation of Tender, the bidding documents include.

Part (1)

- a) Covering Letter
- b) Tender Form
- c) General Particulars of Tender
- d) Experience – relevant project(s) completed
- e) Declaration by the Tenderer

Part (2) Instruction to Tenderer

Part (3) General Condition of Contract

Part (4) Scope of Work & Technical specifications

Part (5) Details of warranty

Part (6) Technical offer

Part (7) Financial Bid

The Tenderer is expected to examine all instructions, forms, terms and specifications as mentioned in the Tender document. Failure to furnish all information required by the Tender documents or submission of a bid not substantially responsive to the Bid Document in every respect will be at the tenderer's risk and is likely to result in out-right rejection of the Tender.

The tender must be submitted in original. The annexures as detailed in the tender document must be enclosed serially to facilitate evaluation of technical bid. Any tender not having requisite details will be rejected.

2.2 INFORMATION REQUIRED WITH THE PROPOSAL

- a) The Tenderers must clearly indicate the name of the manufacturer & make of each principal item of equipment proposed to be supplied. The Tender may also contain drawings and comprehensive descriptive materials in support of technical specifications.
- b) The above information may be provided with the Tender in the form of separate sheets, drawings, catalogues etc.

- c) Any Tender not containing sufficient descriptive material to describe the equipment proposed may be treated as incomplete and hence may be rejected. Such descriptive materials and drawings submitted by the Tender will be retained by the NEDA. Any departure from these drawing and descriptive material submitted will not be permitted during the execution of contract without specific written permission of the NEDA.

2.3 LOCAL CONDITIONS

It will be imperative on each bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the works covered under these documents and specifications. NEDA shall not entertain any request for clarifications from the Tenderer, regarding such local conditions

**(Signature of Tenderer)
with seal**

SECTION - 3: PREPARATION OF TENDER

3.1 LANGUAGE OF BID AND MEASURE

3.1.1 The Tender prepared by the Tenderer and all correspondence and documents relating to the bid exchanged by the Tenderer and NEDA shall be written in the English provided that any printed literature furnished by the Tender may be written in another language so long as accompanied by a English translation of its pertinent passages, in which case, for purpose of interpretation units of measurement shall be metric in accordance with System Internationale.

3.2 DOCUMENTS COMPRISING THE BID

3.2.1 The Tender prepared by the Tenderer shall comprise of the following components.

- (a) Covering letter as provided in tender document.
- (b) Tender form
- (c) Documentary evidence establishing that the bidder is eligible to Tender and is qualified to perform the contract, if its tender is accepted.
- (d) Bid security (Earnest money) furnished in accordance with the tender.
- (e) Authorization letter of the Tenderer, for the person representing his firm, that he is authorized to discuss and with specific mention of this tender. In case of dealer participating in the tender, he shall have to provide an authorization letter from his principals, that he is participating in the tender as a single dealer of Uttar Pradesh for this tender **(as Annexure-IX)**.

3.3 BID PRICE

3.3.1 The Tenderer shall indicate prices on the appropriate financial bid schedule attached to these documents.

3.3.2 DUTIES AND TAXES

The price quoted should include all taxes and duties, custom duty, excise duty, sales tax, C.S.T, local taxes, Trade tax/VAT, Income Tax, Surcharge on income tax etc. if any. TDS on payments made to the contractor shall be deducted as per the prevalent laws and rules of Government of India and Government of UP.

A supplier /contractor shall be entirely responsible for all taxes, duties, license fees etc. All taxes payable as per Government income tax & service tax norms will be payable by the contractor. If any new tax/duty is levied during the contract period the same will be borne by the firm exclusively. TDS will be deducted from the payment of the contractor as per the prevalent laws and rules of Government of India and Government of U.P. in this regard.

3.4 BID CURRENCIES

3.4.1 Prices shall be quoted in Indian Rupees only.

3.5 BID SECURITY (Earnest Money)

3.5.1 The bidder shall furnish, as part of its bid, bid security as mentioned in the tender notice in the form of a bank draft /pay order/Bank guarantee issued by a nationalized bank, or State Bank of India and its subsidiary banks . The bank guarantee shall be valid for a period of 13 months from the opening of technical bid.

3.5.2 Any bid not secured with the earnest money will be rejected by the NEDA as non-responsive.

3.5.3 No Interest shall be payable on the amount of earnest money and the same will be released, after the tenders have been decided, to those tenderers who fail to get the contract. The earnest money of successful tenders shall be converted into agreement security and shall be released after the expiry of the agreement.

3.5.4 The Tender security (earnest money) may be forfeited:

- a) If a Tender withdraws its tender during the period of tender validity specified by the Tenderer on the tender form.
- b) If the successful tenderer fails to sign the contract within stipulated period.
- c) If the tenderer fails to carry out the work as per the agreement .

3.6 Work order security deposit :

3.6.1 The successful tenderers, who execute the agreement with NEDA for the work tendered shall have to deposit a security amount, against each work order placed on them. The amount of security deposit shall be equal to the 10% of cost of systems ordered in each work order placed on them. The security deposit may be forfeited in case of non-execution of work against the work order placed.

3.6.2 The security deposit may be deposited as Bank draft/ pay order issued by Nationalized Bank, or State Bank or its subsidiary banks or a bank guarantee/FDR/TDR (pledged in favour of NEDA) issued by Nationalized Bank, or State Bank or its subsidiary banks for the months which will include the period of execution provided in the work order and the warranty period of the system.

3.6.3 After satisfactory completion of work, the bank guarantee shall be treated towards performance guarantee of the systems and shall be released after the completion of warranty period. If any delay occurs in completing the work, the bank guarantee shall be suitably extended to cover the delay period.

3.6.4 Before the expiry of the warranty period the contractor shall provide a security deposit of 10% of the value of the AMC contract in the form of Bank draft/payorder or a bank guarantee/FDR/TDR (pledged in favour of NEDA) issued by Nationalized bank, or State Bank or its subsidiary banks. The validity of the Bank Gurantee shall be according to the AMC period. The security deposit towards AMC may be forfeited in case of non-performance by the tenderer during maintenance period.

3.7 PERIOD OF VALIDITY OF TENDER

3.7.1 Validity of the offer shall be twelve months from the date of opening of the tender. Without this validity the tender will be rejected. The validity must be mentioned on the envelope otherwise tender may not be opened.

3.7.2 In exceptional circumstances; the NEDA will solicit the tenderer's consent to an extension of the period of validity. The request and the response there of shall be made in writing (or by cable). The contract performance security provided under clause 3.5.4 shall also be suitably extended.

3.8 FORMAT AND SIGNING OF TENDER

3.8.1 The bid must contain the name, residence and places of business of the persons making the tender and must be signed and sealed by the Tenderer with his usual signature. The name and designation of all persons signing should be typed or printed below the signature.

3.8.2 Tender by a partnership firm must be furnished with full name of all partners with a copy of partnership deed.

3.8.3 Tender by corporation/ company must be signed with the legal name of the corporation/ company be the 'President', 'Managing director' or by the 'Secretary', 'Agent' or other designation. Without disclosing his principal the tender may be rejected.

3.8.4 The original copy of the tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person duly authorized to bid and bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the bid shall be initialed by the person or persons signing the tender.

3.8.5 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the tender in which case such corrections shall be initialed by the person or persons signing the tender.

**(Signature of Tenderer)
with seal**

SECTION – 4 : SUBMISSION OF TENDER

4.1 SEALING AND MARKING OF TENDER

4.1.1 The tender must be complete in all technical and commercial respect and should contain requisite certificate, drawings, informative literature etc. as required in the specification. Any queries made should be promptly replied within following time schedule.

4.1.2 Fax query required to be replied by fax 4 days

4.1.3 Query by letter to replied by letter 14 days

4.1.4 First sealed envelope (part-I) should contain earnest money, technical specifications, brochure, literature etc. It should be superscribed with **Tender No: NEDA/PV Studs/2007(3) & 'EM & TC'**. All parts of tender documents except price bid duly signed should be submitted in the first envelope. Requisite earnest money in the form of Bank Draft should be attached.

4.1.5 The tenderer should submit price bid duly signed on the original Financial Bid attached with this tender document Second sealed envelope (part-II) should contain financial bid only. It should be superscribed with **Tender No: NEDA/PV Studs /2007(3)**. and **“Financial bid”**. Any thing in regard of financial condition, payment terms, rebate etc. mentioned in Financial bid may make the tender invalid. Therefore, it is in the interest of the tenderer not to write any thing extra in part-II except price.

4.1.6 The envelope shall be addressed to the Director, Non-conventional Energy Development Agency, U.P, Vibhuti Khand, Gomti Nagar, Lucknow-226010 (U.P.)

4.2 EXPENSES OF AGREEMENT

A formal agreement shall be entered with the contractor, according to the draft agreement issued by the NEDA, for the proper fulfillment of the contract. The expenses of completing and stamping of the agreement shall be paid by the contractor. **The agreement shall be rate contract type valid for 12 calendar months from the date of signing the contract**

4.3 DEADLINE FOR SUBMISSION OF BIDS

Bids must be received by the NEDA at the date, time and address specified in the tender notice/ tender documents.

4.4 LATE BIDS

Any bid received after the deadline for submission of bids prescribed by the NEDA pursuant to clause 4.3 shall be rejected and / or returned unopened to the Tenderer.

**(Signature of Tenderer)
with seal**

SECTION - 5 : TENDER OPENING AND EVALUATION

5.1 OPENING OF TENDER

The procedure of opening of the tender shall be as under:

- 5.1.1 First envelope (part-I) bearing tender no and superscribed 'EM & TC' shall be opened at the time and date mentioned in the tender notice by NEDA's representatives in the presence of tenderers, who choose to be present.
- 5.1.2 Second envelope (part-II) containing price bid shall be opened (after obtaining financial clarifications and establishing technical suitability of the offer) as per time and date provided in tender notice. Second envelope of only those tenderer shall be opened whose first envelope (part-I) shall be found commercially clear and technically suitable.
- 5.1.3 In case it is not possible to open second envelop (part-II) on the day fixed due to unavoidable circumstances then the opening of the second envelope shall be postponed, and intimation of this effect shall be sent to tenderers by telegram/ fax. It will be in the interest of the tenderer to send their authorized representatives well conversant with the tender and competent enough to take decision on technical and financial matter at the time of opening second envelope.

5.2 CLARIFICATION OF TENDER

- 5.2.1 To assist in the examination, evaluation and comparison of bids, the NEDA may at its discretion ask the bidder for a clarification on its bid. The request for clarification and the response shall be in writing.

**(Signature of Tenderer)
with seal**

SECTION - 6 : AWARD OF CONTRACT

6.1 NEDA RESERVES THE RIGHT OF NEGOTATION WITH ELEGIBLE TENDERERS BEFORE THE FINALIZATION OF THE TENDER

6.2 The NEDA reserves the right at the time of award of contract to increase or decrease the quantity of goods without any change in price or other terms and conditions.

6.3 NEDA RESERVES THE RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

NEDA reserves the right to reject any or all the tenders or accept any tender in total or in parts or work may be divided among various tenderers without assigning any reason thereof.

6.4 NOTIFICATION OF AWARD

Prior to the expiration of the period of tender validity the NEDA will notify the tenders by registered letter or by cable or Fax, to be confirmed in writing by letter, that the bid has been accepted.

6.5 EXECUTION PERIOD

The work shall have to be completed within four month from the date of award of work

6.6 CONTRACT

Before execution of the work, a contract agreement for execution of the work shall be signed with the contractor, as per the draft agreement issued by NEDA. Since the agreement will be of rate contract type, it will be same for all the eligible tenderers and no deviations will be accepted. Tenderer has to sign the agreement within the 15 days of the communication of the offer by NEDA, otherwise earnest money deposited with the tender shall be forfeited.

If required and desired by the end user the successful tenderer may have to enter in an agreement with the end user on the similar terms & conditions as provided in the tender documents.

**(Signature of Tenderer)
with seal**

**SECTION – 7 : HANDING OVER CERTIFICATE
FOR SOLAR ROAD STUDS
(In quadruplicate)**

Certified that a **SOLAR ROAD STUDS** has been installed, commissioned and tested successfully at (location details – full address of site)

_____ and has been handed over on date _____ with the following assets.

S.No	Item	Check list (Description)
1	Solar studs Make: Year of manufacture:	

(A) Installation Report :

1. Verified that civil work carried out as per recommendation. Yes/No
2. Verified that user manual has been provided to end user. Yes/No

(B) M/s has installed, commissioned and handed over the solar ROAD STUDS to end user. The usage and the minimum maintenance for the systems have been explained to end user and NEDA Officials at site. During commissioning, the above system was tested and found to be working satisfactorily.

(C) Users Remarks, if any :

.....
.....

Handed Over by:

Taken Over by User :

For M/s. _____

(Authorized Signatory)

Name:

Seal :

Signature

Full Name & Designation

(Counter signed by NEDA Project Officer)

Signature

Name of Project Officer

Seal

Copies:

1. Copy to User
2. Copy to Project Officer NEDA
3. Copy to be forwarded to NEDA H.Q.
4. Copy to Supplier

PART 3 : GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

In the deed of contract unless the context otherwise requires:-

- 1.1 NEDA shall mean The Director or his representative of Non-conventional Energy Development Agency, Govt. of U.P with Head office at Vibhuti Khand Gomti Nagar Lucknow and shall also include its successors in interest and assignees. The contractor shall mean the person whose tender has been accepted by NEDA and shall include his legal representatives, successor in interest and assignees.
- 1.2 The agreement shall be a rate contract for twelve calendar months and shall be on turn- key basis. The work shall be completed within four months from the date of placement of work order. However NEDA may in case of urgency ask the firm to complete the work earlier, with the mutual consent of the contractor. In case the contractor fails to execute the said work within stipulated time, NEDA will be at liberty to get the work executed from the open market without calling any tender and without any notice to the contractor, at the risk and cost of the contractor. Any additional cost incurred by NEDA shall be recovered from the contractor. If the cost of executing the work as aforesaid shall exceed the balance due to the contractor, and the contractor fails to make good the additional cost, NEDA may recover it from the contractors' pending claims against any work in NEDA or in any lawful manner.
- 1.3 That on the request of the contractor and also in the interest of the organization the NEDA is authorized to extend the validity of the agreement, subject to that the request of the contractor is received before the expiry of the agreement period, or any extended period granted to the contractor.
- 1.4 The contractor, if they are major SPV module manufacturer of the country, may be allowed to operate in the state through a single authorized dealer for execution of the orders placed on authorized dealer. It will be the sole responsibility of the contractor, to execute orders placed as per time schedule, and to ensure quality parameters, specifications and other requirements provided in the tender document and as per agreement.
- 1.5 The agreement shall be deemed to be extended till the date of completion of last supply order subject to the completion period as provided in the clause 1.2.
- 1.6 In the interest of the work and the programme, agreement executed between the tenderer and the NEDA may be extended to a mutually agreed period, if the need so arises.
- 1.7 It shall be sole responsibility of the contractor to get verified the quality & quantity of the supplied material at the site of delivery.

2 LIQUIDATED DAMAGES

2.1 If the contractor fails to perform the services within the time periods specified in the contract work order, the NEDA shall without prejudice to its other remedies under the contract shall deduct from the contract price as liquidated damage, a sum equivalent to 1% of the price of the unperformed services for each week of delay until actual performance up to a maximum deduction of 10% of the delayed services, of the contract price. Once the maximum is reached, the NEDA may consider termination of the contract. Performed services shall mean complete work of supply, installation and commissioning of each system.

3 The contractor shall have to comply with all the rules, regulations, laws and by-laws for the time being in force and the instructions if any, of the organization, in whose premises the work has to be done. NEDA shall have no liability in this regard.

4 FORCE MAJEURE

4.1 Notwithstanding the provisions of clauses contained in this deed; the contractor shall not be liable for forfeiture of its performance security, liquidated damages, termination for default, if he is unable to fulfill his obligation under this deed due to the event of force majeure circumstances.

4.2 For purpose of this clause, "Force majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of Govt. either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

4.3 If a force majeure situation arises, the contractor shall promptly notify the NEDA in writing within a week from the date, situation so arises.

5 The High court of Judicature at Allahabad and Courts subordinate thereto, at Lucknow, shall alone have jurisdictions to the exclusion of all other courts.

6 The contractor shall not without the consent in writing of NEDA, transfer, assign or sublet the work under this contract or any substantial part thereof to any other party.

7 NEDA shall have at all reasonable time access to the works being carried out by the contractor under this contract. All the work shall be carried out by the contractor to the satisfaction of NEDA.

- 8 If any question, dispute or difference what so ever shall arises between NEDA and the contractor, in connection with this agreement except as to matters, the decisions for which have been specifically provided, either party may forthwith give to the other notice in writing of existence of such question, dispute or difference and the same shall be referred to the sole arbitration of the Principal Secretary/Secretary, Dept. of Additional Sources of Energy, Govt. of U.P or a person nominated by him. This reference shall be governed by the Indian Arbitration Act, and the rules made thereunder. The award in such arbitration shall be final and binding on both the parties. Work under the agreement shall be continuing during the arbitration proceedings unless the NEDA or the arbitrator directs otherwise.
- 9 NEDA may at any time by notice in writing to the contractor either stop the work all together or reduce or cut it down. If the work is stopped all together, the contractor will only be paid for work done and expenses distinctly incurred by him as on preparation or the execution of the work upto the date on which such notice is received by him. Such expenses shall be assessed by NEDA, whose decision shall be final and bidding on the contractor. If the work is cut down the contractor will not be paid any compensation what so ever for the loss or profit which he might have made if he had been allowed to complete all the work included in the contract.

10 INSPECTION AND TESTS

- 10.1 The following inspection procedures and tests are required by the NEDA in the presence of NEDA's representative, if so desired by NEDA. NEDA shall issue the inspection order seperately
- 10.2 The NEDA or its representative shall have the right to inspect and / or to test the goods to confirm their conformity to the contract. The special conditions of the contract and/or the technical specifications shall specify what inspections and test the NEDA requires.
- 10.3 **Inspection at works.**
- 10.3.1 The NEDA, his duly authorized representative shall have at all reasonable times access to the suppliers premises or works and shall have the power at all reasonable time's to inspect and examine the materials and workmanship of the works during its manufacture.
- 10.3.2 The supplier shall give NEDA 15 days written notice of any material being ready for testing. It shall be mandatory that such notice should reach NEDA within 30 days of placement of supply order. Such tests shall be on the suppliers accounts/ expenses except for the expenses of the inspector. NEDA reserves the full rights to waive off the inspections of the materials.

- 10.3.3 The supplier is required to get the entire lot of the ordered material inspected at one time, before the supply of the materials. In case the suppliers fails to get the entire lot inspected at one time, the total expenses of the further inspection will be borne by the supplier/contractor.
- 10.4 The inspection by NEDA and issue of dispatch instruction there on shall in no way limit the liabilities and responsibilities of the supplier in respect of the agreed quality assurance programme forming a part of the contract.

Nothing contained in clause 10 and in case NEDA waives off inspection at works shall in no way release the supplier from any guarantee or other obligations under this rate contract.

11. **WARRANTY**

- 11.1 The supplier shall warrant as per standards for quality that anything to be furnished shall be free from all defects and faults in material, workmanship and manufacture, shall be of the highest grade and consistent with established and generally accepted standards for material of the type ordered, shall be in full conformity with the specifications and drawing.
- 11.2 Performance of Equipment: In addition to the warranty as already provided, the supplier shall guarantee satisfactory performance of the equipment and shall be responsible for the period or up to the date after the equipment has been accepted by the NEDA to the extent for any defects that may develop such defects shall be removed at his own cost when called upon to do so by the NEDA
- 11.3 The Warranty period shall be two years for complete system including battery from the date of commissioning and handing over of the system. Defects developed in the system within warranty period shall be rectified by the contractor promptly. In case the defects are not rectified within 10 days of the receipt of the complaint by the contractor NEDA shall have full liberty to restore the system in working condition. The expenditure so incurred by NEDA shall be deducted from the contractor pending claims, security deposit or in other law full manner.
- 11.4 Since the maintenance of the system may also be taken up by the contractor after expiry 2 years of warranty period. If the end user so desires, the contractor shall take up annual maintenance of the installed system.
- 11.5 The contractor shall maintain the system under annual maintenance contract with the NEDA or end user, as stipulated in the work order .

12. Notice statement and other communication send by NEDA through registered post or telegram or fax to the contractor at his specified addresses shall be deemed to have been delivered to the contractor.
13. Any work which is not covered under this contract but is essentially required for the completion of job (to the satisfaction of NEDA) shall be carried out by the contractor as extra item for which payment shall be made separately at the rates decided by NEDA.
14. The work shall be carried out by the contractor as per design and drawings approved by NEDA, wherever necessary, the contractor shall submit relevant designs and drawings for approval in NEDA, well in advance. Work carried out without NEDA's approval shall not be accepted and the NEDA shall have right to get it removed and to recover the cost so incurred from the contractor.
15. The contractor shall provide one copy of instruction manual and routine maintenance manual with each system supplied or installed, this shall be both in Hindi and English.
16. The contractor shall not display the photographs of the work and not take advantage through publicity of the work without written permission of NEDA.
17. **PATENT RIGHT AND ROYALTIES.**

The tender shall indemnify the NEDA against all third party claims of Infringement of patent, royalties trademark or industrial design rights arising from use to the goods or any part thereof.

18. **PACKING & FORWARDING**

- 18.1 Contractors wherever applicable shall after proper painting, pack and crate all the equipment in such a manner so as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till the time of installation. The contractor shall be held responsible for all the damages due to improper packing.
- 18.2 The contractor shall inform the NEDA of the date of each shipment from his works, and the expected date of arrival at the site for the information of the NEDA project offices at least 7 days in advance.

19. **DEMURRAGE WHARFAGE, ETC**

All demurrage, wharf age and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the contractor.

20. **INSURANCE**

The goods supplied under the contract shall be fully insured against loss or damage, incidental to manufacture or acquisition, transportation, shall be included in the bid price.

21. **TRANSPORTATION**

The Tenderer is required under the contract to deliver the goods to the site.

22. **TERMINATION FOR INSOLVENCY**

NEDA may at any time terminate the contract by giving written notice to the contractor without compensation to the contractor, if it becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue there after to the NEDA.

23. **TERMINATION FOR CONVENIENCE**

The NEDA, may by written notice sent to the supplier, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the purchaser's convenience in the interest of NEDA.

24. **APPLICABLE LAW**

The contract shall be interpreted in accordance with the laws of the purchaser's country i.e. India. The station of NEDA Headquarter Lucknow shall have exclusive jurisdiction in all matters arising under this contract.

25. **NOTICE**

25.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by telegram or telex/ cable and confirmed in writing to the address specified for that purpose in the special condition of contract.

25.2 A notice shall be effective when delivered or on the notice's effective date, which ever is later.

26 **TAXES AND DUTIES**

The price quoted should include all taxes and duties, custom duty, excise duty, service tax, sales tax, C.S.T., local taxes, Trade Tax/VAT, Income Tax, Surcharge on income tax etc. if any.

A supplier/ contractor shall be entirely responsible for all taxes, duties, license fees, etc. All taxes payable as per Government income tax & service tax norms will be payable by the contractor. If any new tax/duty is levied during the contract period the same will be borne by the firm exclusively. TDS will be deducted from the payment of the contractor as per the prevalent laws and rules of Government of India and Government of UP. in this regard.

27. **OTHERS:**

27.1 The contractor shall continue to provide spare parts of the system supplied, after the expiry of warranty period at the users cost. If the contractor fail to continue to supply spare parts and services to users, appropriate action shall be taken against the firm.

27.2 After successful commissioning of the system, the system will be handed over to the person designated by the end user.

27.3 It shall be the sole responsibility of the contractor to get verified the quality & quantity of the supplied material at the site of delivery.

28. **PAYMENTS:**

The payments shall be made as per the following terms and conditions.

28.1 20% of the ordered value to be paid as mobilization advance against bank guarantee of equal amount valid for a period of six months as per contract value defined in this contract. Request for mobilization advance must be submitted within the 10 days of the release of work order. Release of mobilization in advance shall in no way effect the time schedule stated in the work order.

28.2 The contractor shall raise bill of 80% of the ordered value after the supply of the complete system as per the technical specification and terms and conditions specified in the contract. The contractors, if they have taken advance as per clause 28.1, shall be paid 60% of the order value after the adjustment of mobilization advance.

28.3 The contractor shall raise bill of 20% of the ordered value after installation and commissioning of the system along-with the handing over certificate, indicating bill of material and successful commissioning duly countersigned by the designated officer or end user.

28.4 Annual Maintenance cost shall be paid by the end user on annual basis after the expiry of two years of warranty period or against a bank guarantee for thirty six months submitted at the time of expiry of warranty period.

(Signature of Tenderer)

with seal

PART- 4

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1. SCOPE OF WORK:

The scope of work includes Design, supply, , installation and annual maintenance of Solar Road studs.

2. GENERAL TECHNICAL SPECIFICATIONS OF SOLAR ROAD STUD :

- Visible from upto 750 meters in adverse weather & even during night.
- Rugged/sturdy Design to with stand high intensity load.
- Maintenance free & environment friendly.
- Gives Bi directional light.
- Protection and weather proof
- Material of construction cast Aluminum
- Light source: High power light emitting diodes (LEDs) with approx life of around 10000 hrs.
- Top covers made of clear poly carbonate material.
- Automatic Dusk to Dawn solar switching.
- Autonomy of 3-4 day if no sunlight for 4 days.
- If more than one make of modules have been quoted in technical bid, then such certificates for each of the module is to be provided.
- The module frame shall be made of corrosion resistant material, which shall be electrically compatible with structural material used for mounting the modules.
- The Solar Modules shall be warranted for a minimum period of 10 years.
- Complete system shall be warranted for a period of two years

**(Signature of Tenderer)
with seal**

PART – 5
WARRANTY & ANNUAL MAINTENANCE CONTRACT
AFTER EXPIRY OF 2 YEARS WARRANTY PERIOD

(A) Warranty

It is an essential part of the contract that the Tenderer shall provide warranty of the full system for 2 years. During the warranty period following maintenance shall be required to be carried out by the contractor.

1. Halfyearly checking, up keeping and replacement (if required) of the any component or sub-components of the system for proper operation of the system.
2. Repairing/replacement of all defective components and sub-components including battery of the system as per the requirement to ensure proper operation of the system.
3. The contractor shall attend the repairing/replacement within a reasonable period of time and in any case of breakdown shall be corrected within a period not exceeding 3 days.
4. In case of full damage or breakage of the component due to negligence or fault of beneficiary the same shall be replaced at users cost.
5. The safety and security of the system shall be the sole responsibility of the user.

6. Annual Maintenance

1. After the expiring of the warranty period, it will be mandatory on the part of the contractor to enter into an annual maintenance contract with end user on annual basis. The acts under annual maintenance shall be same as those of covered under warranty under clause (A).

(Signature of Tenderer)
with seal

PART - 6
(TENDER NO.: NEDA/PV STUDS/2007(3))
FINANCIAL BID

For supply, installation, commissioning and comprehensive maintenance of Solar Road Studs in various districts of Uttar Pradesh

Sl.No.	Name of works		Unit Rates in Rs.	
			In figures	In words
1	Supply Solar Road Studs with two years warrantee(Ex works cost)			
2.	Average transportation cost			
3	Cost of installation and commissioning of Solar Road Studs in various districts of Uttar Pradesh .			
4.	Total of 1 +2+3			
5.	Comprehensive maintenance cost after two years of warranty for 3 years from the date of installation	1st year		
		2nd year		
		3rd year		
6.	Total Comprehensive maintenance cost for three years.			
7.	Total of 4+6			

- 1- Certified that above rates are as per specification terms & condition mentioned in the tender.
- 2- The rates are inclusive of all taxes and duties what so ever.

(Signature of
Tender)

Seal

Signature of Officer issuing the tender:

Signature of Officers opening the tender:

