

## **E-TENDER**

### **FOR**

**DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF TOTAL 130 KW CAPACITY OFF GRID CONNECTED SOLAR POWER PLANTS WITH NET METERING & 100 KW BES System ON 4 DIFFERENT BUILDINGS AT GOVERNMENT COLLEGE OF ENGINEERING KARAD. DIST- SATARA-415124**

**Ref no : GCOEK/130KW Solar & BES System/3768**

**Dated : 24-12-2025**

**PRINCIPAL OFFICE  
GOVERNMENT COLLEGE OF ENGINEERING, KARAD  
SAIDAPUR, KARAD DIST SATARA (MS) -415124  
Phone No: - 02164-272414  
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## NOTICE TO INVITATION OF E- Tender

### • **Brief Description of the Bidding Process**

- **The Principal ,Government College of Engineering, Karad, Dist Satara** invites eligible bidder to submit a bid in accordance with the provisions of this Tender Document. In this Tender Document, the term "Bidder", which expression shall, unless repugnant to the context, include all parties who have submitted bids in response to this Tender Document within the stipulated time frame for submission.
- The Bidders shall submit the bids in two parts by following e-tendering process described in bidding documents. First part comprises of the technical bid and the second part comprise of the financial bid in accordance with this Tender Document.
- In terms of the Tender Document, a Bidder will be required to deposit, along with its Bid, a bid security as Earnest Money Deposit (EMD).
- **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** will open the technical bid of the Bidder, by e-tendering process. The financial bid will be open to those bidders who qualify in technical bid.
- The Bidder's Names, Bid prices and the presence or absence of the requisite and such other details as **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** at its discretion, may consider appropriate will be announced at the time of opening.

### **BIDDING INFORMATION**

1.	Tender Reference No.	<b>GCOEK/130KW Solar &amp; BES System/3768</b> <b>Dated : 24 DEC 2025</b>
2.	Date & Time for sale & submission of Bids	<b>From 24/12/2025 at 18.00 hours to 06/01/2026 at 15.00 hours</b>
3.	<b>Date &amp; Time of opening of Technical Bid</b>	<b>07/01/2026 at 16.00 hours</b>
4.	The date & time of opening of Financial Bid	Announced later



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5	Earnest Money Deposit (EMD)	<b>Rs 2,00,000 (Two Lac only )</b>
6	Address for communication and Venue for Tender opening	<b>PRINCIPAL OFFICE</b> <b>GOVERNMENT COLLEGE OF ENGINEERING,</b> <b>KARAD</b> SAIDAPUR, KARAD DIST SATARA (MS) -415124 Phone No: - 02164-272414 E-mail ID: - principal@gcekarad.ac.in
7	Tender document fee	Rs., 10,000/- (Rs. Ten Thousand Only) <b>(*Non- refundable &amp; Non Transferable)</b>

If any technical difficulties arise while filling up e-tender, please call at 24 x 7 Help Desk Number 0120-4001 002/005 at NIC. It is compulsory to pay tender document fee, EMD through E-payment SBI Net Banking, RTGS and NEFT only.

Government Resolution dated 1/12/2016 and its amendment published from time to time is applicable to this Tender.

Eligible bidders can upload the Tenders through mahaetender portal of Government of Maharashtra.



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**SECTION-II**  
**INFORMATION AND INSTRUCTION TO BIDDERS**

The PRINCIPAL, GOVERNMENT COLLEGE OF ENGINEERING, KARAD invites bids from eligible bidders for "Works" include DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF TOTAL 130KW CAPACITY GRID CONNECTED SOLAR POWER PLANTS WITH NET METERING & 100 KW BES SYSTEM AT 4 BUILDINGS, WITH FIVE YEARS COMPREHENSIVE MAINTENANCE CONTRACT IN COLLEGE OF ENGINEERING KARAD DIST SATARA IN THE STATE OF MAHARASHTRA. (Herein after referred to as the contract of works) and as described in the Bidding Data under single point responsibility "Turnkey Contracts" under GCOEK/130KW Solar & BES System/Dated :

**CONDITIONS TO BE FULFIL FOR COMPLETION OF SCOPE: -**

- a) Total 130 KW Grid Connected Solar PV Power Plant with Roof-Top Net Metering at various 4 Buildings under College of Engineering Karad Dist Satara in the State of Maharashtra with Five years Comprehensive Maintenance Contract (CMC).
- b) Total 100 KW Battery Energy Storage System to be installed at 4 building g with all the Switchgears & Safety Protections.
- c) Free replacement of defective components of systems within Comprehensive Maintenance Contract period (CMC) of 5years after commissioning for efficient running & agreed generation of electricity from the Grid Connected Solar Photovoltaic Power Plant.
- d) Detailed planning with mile stone chart after the issuing the LOA for smooth execution of project is as below: -
  - After issuing LoA, the successful bidder has to complete detailed survey of all site location along with due consultation of beneficiary authority person or its nominee and finalize the location where solar system equipment's has to be installed. It includes necessary wiring arrangements, Solar Module Mounting Structures, earthing pit, Inverter, ACDB, DCDB, LA, Net meter, Generation Metered. Bidder has to submit letter to GOVERNMENT COLLEGE OF ENGINEERING KARAD, after finalizing the site location along with respective beneficiary authority person signature.
  - All approvals / permissions / consents required under relevant laws /rules /regulation/building codes and approvals required for distribution of utility etc. relating to installation and operation of the solar power generation system shall be obtained by the bidder from respective authority.
  - Bidder should get details and location of existing electrical wiring Electrical Authority Person /Electrical Contractor /Electrical Service Provider to the respective beneficiary.
  - Bidder should get necessary approvals and NOC from Civil works related Authority Person / Service Provider to the respective beneficiary for stability and load bearing capacity of Solar System and other civil work related to the installation of project.
  - Bidder should get necessary approval and NOC from Electrical Department /Electrical Contractor /Electrical Service Provider to the



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respective beneficiary regarding alternation of existing wiring before starting the installation work.

- Bidder should obtain necessary certificate / approval regarding Electrical drawing / SLD which must be approved by Government Authorized Electrical Contractor as per applicable norms for electrical safety of the project.
- The bidder have to submit the acknowledge certificate to start all the project work under the supervision of licensed electrical contractor. The responsibility of electrical works, safety precautions and safety parameters of the project will be of licensed electrical contractor and awarded bidder, which must as per standards specified in Section-IV (Technical Specification).
- Bidder shall take written permission from authorized person of beneficiary about proposed location before starting of works.
- GOVERNMENT COLLEGE OF ENGINEERING, KARAD shall not be responsible for any loss/damages due to non- procurement of such approvals and permissions and the bidder shall be sole responsible.
- Selected bidder(s) is bound to operate and maintain the system as per the rules and regulations and modalities asper MNRE and as established by GOVERNMENT COLLEGE OF ENGINEERING, KARAD and mutually agreed between GOVERNMENT COLLEGE OF ENGINEERING, KARAD and the contractor for effective implementation of the project.
- The Works are to be carried at various 4 buildings for Grid Connected Solar PV Power Plant under College of Engineering Karad in the state of Maharashtra. Bidder can quote only after the site visit of each location and Upload Site Visit format along with photographs duly sign by bidder, respective beneficiary and GOVERNMENT COLLEGE OF ENGINEERING, KARAD Officials.
- Selected bidder shall provide a generation metering point as per Discom/ GOVERNMENT COLLEGE OF ENGINEERING, KARAD norms. Later claims from bidder will not be entertained.
- Selected bidder shall be responsible for providing 'NET-METERING' system from respective DISCOM. Installation of Net-Metering is responsibility of Selected bidder, for this Selected bidder has to submit the application with all necessary documents and fees and additional SD Amount to respective DISCOM. bidder shall provide sealed & tested energy meter at generation side of SPV Power Plant along with bidirectional meter. Bidder should obtain statutory permissions from statutory bodies wherever required for execution of works.
- Bidder needs to pay demand generated (towards additional security deposit for load extension) by GOVERNMENT COLLEGE OF ENGINEERING, KARAD.
- The successful Bidder will be required to complete the works within the stipulated time as specified in the tender document. The bidder shall ensure that sites of Solar Photovoltaic Power Plants should be installed and commissioned within 90 Days from the date of receipt of workorder.
- Bids shall complete and cover all works described in the tender. However, if any item of works required for completion the projects shall be deemed to be included in bidder's scope irrespective of whether it is specifically mentioned or not in the tender document, bidder has to get it done. Bidder should obtain statutory permissions from statutory bodies wherever required for execution of work sat his own cost.
- Bidder shall quote for the complete systems. Partial bids or bids which do not cover the entire scope of the project will be treated as incomplete and not responsive to the terms & conditions of tender and are liable to be rejected.



- The bidder shall bear whole project costs such as cost of engineering, procurement, testing & commissioning and maintenance of the Solar Power Plant for the period of 05 years from the date of commissioning along with net metering.
- All EPC work including the transportation of material and machinery to the project site and it will be the responsibility of bidder. Bidder shall bear all risks of loss and damage to any part of the solar power plant due to conditions not on account of **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** and should comply with the standard safety guidelines for all the activities at site.
- Necessary underground cabling interconnection and required switchgear protection at LT distribution panel shall be done as per IE rules under the supervision of Government Registered Licensed Electrical Contractor.
- Pre-bid meeting shall be the part of Tender document. The bidder has to submit the queries, doubts, issues, etc. On e-mail or with the letter address to Principal, COLLEGE OF ENGINEERING KARAD before 48 hours from the date of pre-bid meeting. Decisions taken in the pre-bid meeting will be applicable to the tender. Minutes of pre-bid meeting will be uploaded on web-site. Accordingly, bidders have to quote the price and submit the necessary documents with the tender.
- Remote Monitoring System with Wi-Fi / GSM (with high speed) is necessary to install at given location (with effective/strong network providing company at that respective location) The cost of instrument, installation & monthly/yearly charges shall be borne by GOVERNMENT COLLEGE OF ENGINEERING, KARAD
- Bidder must provide quarterly generation report up to the CMC period (i.e, 5 years) after commissioning of projects at GOVERNMENT COLLEGE OF ENGINEERING, KARAD, Principal Office, College of Engineering Karad.
- All sites are to be 100% covered by single bidder. Partial Bids are not allowed.



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## 1. SCOPE OF CONTRACT

The Scope of contract is as below: **DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF TOTAL 130 KW CAPACITIES GRID CONNECTED SOLAR POWER PLANTS WITH NET**

**METERING & 100 KW BES S AT 4 DIFFERENT BUILDINGS, WITH FIVE YEARS COMPREHENSIVE MAINTENANCE CONTRACT IN GOVERNMENT COLLEGE OF ENGINEERING, KARAD, DIST -SATARA IN THE STATE OF MAHARASHTRA.**

- Free replacement of defective components of systems within Comprehensive Maintenance Contract period (CMC) of 5 years after commissioning for efficient running of the system.
- Detailed planning for smooth execution of project.
- Selected Bidder(s) shall be bound by operation and management arrangements and rules, regulations and modalities as per MNRE and as established by **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** and mutually agreed between **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** and the contractor for effective implementation of the project.
- **The Works are to be carried out at 4 DIFFERENT BUILDINGS IN COLLEGE OF ENGINEERING KARAD DIST SATARA OF MAHARASHTRA. Bidder can quote only after the site visit in consultation with respective GOVERNMENT COLLEGE OF ENGINEERING, KARAD Concerned Beneficiary Institute. Bidder has to meet the concerned beneficiaries Official and Carry out the survey and submit the Latest GPS CO-ORDINATES Photos along with the site visit report. Site Visit report must be duly signed by Head of the beneficiaries' buildings/offices Principal, GOVERNMENT COLLEGE OF ENGINEERING, KARAD.**
- **In case of availability of additional funds for this work GOVERNMENT COLLEGE OF ENGINEERING, KARAD reserves the right to equally allocate the additional number of buildings within the firms which have qualified and selected for the work through this tendering procedure.**
- **Time is the essence in completing the Works.** The successful Bidder will be required to complete the works within the stipulated time as specified in the tender document. The bidder shall ensure that Solar grid connected solar plant should be commissioned within **90 Days** from the date of issue of work order.

- Bids shall be complete and cover all Works described in the Schedule of Prices. Any item of works required for complete usable system shall be deemed to be included in bidder's scope irrespective of whether it is specifically mentioned or not in the price schedules.
- Bidder should note that obtaining permissions from statutory bodies wherever required for execution of works, shall be entirely in bidder's scope.
- Bidder should note that during progress of the work he has to submit the progress report of the work in every 15 days along with the photograph of the site to **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** office.
- Partial bids, or bids which do not cover the entire scope of the project will be treated as incomplete and not responsive to the terms and conditions of bidding and are liable to be summarily rejected.
- As per the requirement Bidder has to extend the electrical load by making necessary correspondence with **GOVERNMENT COLLEGE OF ENGINEERING, KARAD**. The expenses required for this work has to be borne by Respective Bidder only. All work related to the Net metering that should be in the scope of Bidder. For this bidder has to make his own expenses. By considering this Bidder has to quote their rate in financial bid.
- After receipt of work order bidder has to submit the on-line application to **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** for net metering. Also make follow up with beneficiary institute for clearing the pending electricity bills.

  
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## **1. ELIGIBILITY**

Bidders participating in the tender will be required to meet the following eligibility criteria (as applicable).

### **GENERAL ELIGIBILITY CRITERIA**

- The Bidder shall be a Company or a Limited Liability Partnership as defined.
- Bidding Consortium/ Joint Venture of two companies with one of the Companies as the Lead Member as per Consortium / Joint Venture Agreement (Format 7.5) can submit bids under this RfS.
- "Bidder" in this reference, means any person or firm or company, including any member of a consortium/ Joint Venture, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.
- A Limited Liability Partnership (LLP) is allowed to participate under this RfS
- The Bidder should not be under any liquidation, court receivership or similar proceedings on due date of submission of bid
- Registered Partnership/Proprietorship firms (Governed by the Indian Partnership Act, 1932 or equivalent law/act of respective state) are also allowed as the manufacture of modules, Mounting structures, inverters to participate under this RfS.

### **TECHNICAL ELIGIBILITY CRITERIA**

- Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects.
- The bidder should be, either of the following:
  - Manufacturer of Solar PV Module OR
  - Manufacturer of Solar Structure
  - EPC/SI of 'similar works' in Joint Venture with Solar PV Module Manufacturer or Solar Structure Manufacturer.
  - 'Similar Works' means – Design, Supply, Erection, Testing & Commissioning of 500 KW of Rooftop or Ground mounting Solar ON Grid system.



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In case Bidder wishes to participate in as a Joint Venture, following conditions are additionally applicable:

- The term Bidder used hereinafter would therefore apply to both a single entity and a Consortium/ Joint Venture.
- A consortium / Joint Venture of maximum two (02) members is allowed in this RfS including one as lead member.
- Lead member accepts primary responsibility for providing a robust and quality product meeting technical specifications of tender. Declaration regarding the lead member shall be provided in the Format 7.5 However, both the members of the Joint Venture/Consortium shall be jointly and severally liable for compliance of the conditions of the tender and the guidelines including amendments and other Orders/ directions issued by **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** related to implementation of the Scheme.
- Any member of the Joint Venture/Consortium participating in the tender shall not be permitted to participate either in individual capacity or as a member of any other Consortium/Joint Venture in the same tender. Submission or participation of a JV/ Consortium member/lead member in more than one bid will cause disqualification of all bids submitted by the bidder.
- All formalities in respect of submission of tender shall be done only in the name of 'Lead Member' and not in the name of Joint Venture/Consortium. However, name & other details of both the members of Consortium/ Joint Venture Firm should be clearly mentioned in the Bid/Response. Both members of JV/ Consortium shall sign all the documents whichever applicable as per tender. Both the members of JV/ Consortium shall be responsible for all the obligations under contract.
- A copy of Memorandum of Understanding (MOU) executed between the members of Joint Venture/Consortium shall be submitted along with the tender. The complete details of the members of the Joint Venture/Consortium Firm, their share and responsibility in the Joint Venture/Consortium etc. particularly with reference to financial, technical and other obligations shall be furnished in the MOU.
- Once the offer/ bid is submitted, the bid shall not be modified / altered/ terminated during the period of validity including any extension thereafter by **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** or validity of any letter of award awarded to the said Consortium/Joint Venture Firm. In case, the tenderer fails to observe/comply with this stipulation, the full Security Deposit/ Performance Bank Guarantee (PBG) shall be liable to be forfeited.



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- A duly notarized agreement of Joint Venture/Consortium Firm shall be executed between the 'Lead Member' and Consortium/Joint Venture Partner. This Agreement should be submitted in original with your offer/ bid.
- Authorized Member of Joint Venture/Consortium Firm: 'Lead Member' shall be authorized on behalf of Joint Venture/Consortium Firm to deal with the tender/ **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** sign the agreement or enter into contract in respect of the said tender, to receive payment and such activities in respect of the said tender/ contract. All notices/ correspondences with respect to the contract would be sent only to this 'Lead Member' of Joint Venture/Consortium Firm.
- Required processing fee shall be submitted by the 'Lead Member'. Submission of processing fee by the 'Lead Member' it should be deemed as processing fee submitted by the Joint Venture/Consortium Firm.
- Duration of work and Joint Venture/Consortium Agreement shall be valid during the entire execution period/ validity of letter of award and any extension thereafter/ currency of the contract including the period of extension, if any and 5-year maintenance contract.
- Any change in constitution of Joint Venture/Consortium Firm shall not be allowed.
- On award of any contract to the Joint Venture/Consortium Firm, a single Performa i.e., Bank Guarantee shall be submitted by the Joint Venture/Consortium as per tender conditions. All the Guarantees like Security Deposit, Earnest money Deposit, Performance Guarantee, and Bank Guarantee for Mobilization Advance etc. shall be accepted only in the name of 'Lead Member' and splitting of guarantees among the members of Joint Venture/Consortium shall not be permitted.
- Members of the Joint Venture/Consortium Firm shall be jointly and severally liable to **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** for execution of the project/ Work/ Assignment etc. The Joint Venture/Consortium members shall also be liable jointly and severally for the loss, damages caused to COLLEGE OF ENGINEERING KARAD during the course of execution of any awarded contract or due to non execution of the contract or part thereof Governing Laws for Consortium/ Joint Venture Firm: The Joint Venture /Consortium Agreement in all respect be governed by and interpreted in accordance with Indian Laws.
- In case of Consortium/ Joint Venture of NSIC (National Small Industries corporation, GoI), the lead members/ partners in the consortium/ Joint Venture shall not separately participate as independent bidder or as members of any other consortium/ Joint Venture in this bidding process. All bids in contravention of this shall be rejected.



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## **FINANCIAL ELIGIBILITY CRITERIA**

### **1. Net-Worth**

- The Net Worth of the Bidder should as per the table below, as on the last date of Financial Year, i.e., FY 2024-25.
- The net worth to be considered for the above purpose will be the cumulative net- worth of the Bidding Company or Consortium/ Joint Venture together.
- Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and any further amendments thereto.

### **2. Liquidity:**

The Bidder shall demonstrate Working Capital or Line of Credit for the Financial Year, 2023-24 or 2024-25, as per the table below.

Working Capital or Line of Credit facility shall cover the 10% value of the offered quantity for the estimated rates. Certificate duly certified by the practicing Chartered Accountant on their Letter head along with Unique Document Identification Number (UDIN).

<b>Tender Quantity</b>	<b>MAAT/ Annual Turn over requirement (in Crs INR)</b>	<b>Profitability</b>	<b>Net Worth</b>
<b>130 KW Rooftop Solar &amp; 100 KW BESS</b>	<b>Rs. 5 Cr (in any 3 years during last 5 financial years)</b>	Profitable in at least two of the last five Years ie either FY 2019-20 to FY 2023-24 OR FY 2020-21 to FY 2024-25	Not less than paid up capital in last FY 2023-24 or FY 2024-25

For the purposes of meeting financial requirements, unconsolidated audited annual accounts for any three financial years out of the last five financial years shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.

A Company/Consortium / Joint Venture would be required to submit annual audited accounts for the last FY, 2023-24 or as on the day at least 7 days prior to the bid submission deadline, along with net worth, annual turnover, working capital certificate (if



applicable) from a practicing Chartered Accountant/Statutory Auditor to demonstrate fulfillment of the criteria.

### 3. STANDARDS/ CERTIFICATES

- The goods supplied and works executed under this contract shall confirm to the standards mentioned in the technical specification and where not applicable standard is mentioned, the latest version of Indian Standard Institution or Bureau of Indian Specification shall be applicable.
- The Bidder shall submit all the valid test certificates and reports of the system components following the latest MNRE Guidelines and the same components shall be supplied for which the test reports / certificates are submitted.

### 4. INSTRUCTIONS

- Bidder shall upload Information, Experience Certificates, Test Reports and other such relevant documents specified in the list of other important documents.
- The bidder should visit the site & carryout the survey along with concern official as mentioned in Tender in the State of Maharashtra in consultation with respective **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** divisional/District Office and upload the certificate indicating that the survey is carried out by the bidder as per **Appendix - IV**.
- Technical Proposals which are submitted by non-qualified bidders or which are evaluated to be not responsive will be rejected and not further considered.
- Only Technical Proposals conforming to minimum eligibility criteria and found to be responsive will be taken up for detailed technical evaluation. A technical / tender evaluation committee shall evaluate the Bids submitted by bidders for a detailed scrutiny. During evaluation of Bids, **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** may at its discretion, ask the bidders for clarification of their proposals.
- In case bidder fails in the technical bid; his financial bid shall not be opened & he shall be disqualified from further bidding process.
- Price Proposals of bidders qualifying above conditions shall be subsequently

opened. The time and date of the opening of the Price Proposals shall be intimated on web site by the Employer.

- The Lowest price quoted for the bid will be determined on the intimated date in presence of the present bidders.
- The work order shall be issued to the successful bidder who ever qualify/ies in the complete process as mentioned.
- Bidder shall quote their rates considering wide variation of site conditions, variation in price, logistics and distribution needs, and keeping the quantum and quality of work in mind.
- Bidder should upload only the documents which are asked to upload in the tender document.
- All bids must be accompanied by EMD as specified in the Tender Notification and uploaded / furnished on or before the prescribed date and time given in this document. Bids submitted without EMD will be summarily rejected. Bidder would need to upload the required documents through electronic mode as part of their proposal.
- The Bidder shall upload copies of
  - Goods & Service Tax (GST) registration Certificate
  - PAN and Service Tax registration Certificate issued by appropriate authority.
  - Income Tax returns of three previous assessment years.
- For any Clarification/online support please contact to [admin.mis@gcekarad.ac.in](mailto:admin.mis@gcekarad.ac.in)
- **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** reserves the right to reject or accept any or all tenders wholly or partly without assigning any reason on the grounds considered advantageous to **GOVERNMENT COLLEGE OF ENGINEERING, KARAD**, whether it is the lowest tender or not.
- The successful bidder is bound to complete the work of solar system at the specified places.





- The Bid uploaded by the Bidder and all correspondence and documents in relations to the bid shall be in English Language.
- The work order is not transferable. Subletting is not allowed.
- The **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** will not entertain any claim at any stage from the successful bidder on the plea of not having sufficiently acquainted himself as to the site conditions.

#### 5. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of bid and **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### 6. LANGUAGE OF BID

The Bid uploaded by the Bidder and all correspondence and documents in relations to the bid shall be in English Language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language duly authenticated and certified by the bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

#### 7. DOCUMENTS COMPRISING THE BID

The Bid prepared by the Bidder shall be uploaded in "Two parts Viz. Technical and Financial bids comprising the following components. Bids shall electronically submit online in the E-tender platform and the documents shall be scanned and submitted.



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### **Part 1 - Envelope 1- (Technical Documents)**

#### **Technical Proposal shall contain:**

Bidder shall submit relevant certificates to demonstrate the financial, technical capabilities & eligibility criteria prescribed under this Tender Document (Annexure A - Check List). In this regard the Bidder shall upload following minimum documents/ information for technical or financial evaluation.

- Bidder's Information Sheet
- Firm's Profile at a Glance
- Financial Status
- Annual Turnover (Certificate from CA for last three years )
- Self Certification of No Barr/non failure/blacklisted
- Installation and performance credentials
- Experience for installation and commissioning of SPV power plants.

The Bidder is expected to examine all instructions, forms, terms and specifications in the Tender Documents. Failure to furnish all information required, by the Bidder, documents or submission of a Bid not substantially responsive to the Tender documents in every respect or incomplete bid document will be at the Bidder's risk and may result in rejection of its Bid.

### **Part II – Envelope II (Financial bid Document)**

The Bidder shall indicate the price of solar system on the Price Schedule, i t proposes to supply under the Contract. Financial Bid shall contain:

- The bidder should quote the price as against total contract tender estimate as shown in price schedule format.
- Installation, testing, commissioning charges includes "FOR" destination prices inclusive of packing, forwarding, freight, inland transportation, loading, unloading, supply, distribution, collection, testing inspection and any / all charges incidental for successful design, supply, Installation, commissioning and comprehensive maintenance for five years of Grid-Connected solar power plant.



- Prices shall be quoted in Indian Rupees only.
- In no circumstances, escalation in the prices will be entertained.
- The Bidder shall complete the price schedule furnished in the Tender Document, Indicating the price of solar system towards Design, Manufacture, Supply, Transport, Installation, Testing, Commissioning and five-year CMC of solar system as per the Technical specifications. **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** will not pay any extra charges over and above rate quoted by the Bidder. The quoted price shall be 'FIXED', during the entire term of the Contract.
- Financial Bid uploaded with an adjustable price quotation will be treated as non responsive and will be rejected.
- Any Bid not in accordance with above clauses of this Section will be rejected.

**8. EARNEST MONEY DEPOSIT (EMD), SECURITY DEPOSIT (SD) & FORFEITING OF EMD :**

**A) EARNEST MONEY DEPOSIT:**

The Earnest Money Deposit of Rs. **2,00,000/- (Two Lac only)** should be paid online through respective portal. **No exemption certificates from any acceptable under any circumstances. Tender without Earnest Money Deposit will be out rightly rejected.** No interest shall be payable on the amount of Earnest Money. It shall be retained by **GOVERNMENT COLLEGE OF ENGINEERING, KARAD**. EMD shall be returned to unsuccessful Bidders after acceptance of work order by successful Bidder and EMD of successful Bidder shall be returned after submission of security deposit.

**B) FORFEITING OF EMD:**

The EMD paid or submitted by the Bidder shall be forfeited if:

1. The Bidder withdraws his tender before finalization of work order.
2. The Bidder does not accept work order.
3. The Bidder violates any of the terms and conditions of the tender.
4. The Bidder fails to deposit requisite Security deposit.
5. The Bidder fails / refuses to execute the order as herein, the Bidder shall be



deemed to have abandoned the contract & such an act shall amount to and be construed as the Bidders calculated and wilful breach of contract, the cost and consequence of which shall be to the sole account of the Bidder and in such an event the **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** shall have full right to claim damages thereof in addition to the forfeiture of EMD.

**C) SECURITY DEPOSIT:**

1. The Bidder shall furnish **security deposit at 3%** of the total contract value within 10 days from the date of issue of work order (including Sunday and public holiday) by way of **Bank Guarantee of nationalized bank in favor of GOVERNMENT COLLEGE OF ENGINEERING, KARAD**
2. Failure to comply with the terms of security deposit shall result into cancellation of work order without any further reference to the Bidder and the EMD shall be forfeited.
3. The security deposit shall be liable to be forfeited wholly or partly at the sole discretion of the **GOVERNMENT COLLEGE OF ENGINEERING, KARAD**, if the Bidder either fails to execute the work of above projects or fails to fulfil the contractual obligations or fails to settle in full his dues to the **GOVERNMENT COLLEGE OF ENGINEERING, KARAD**.
4. In case of premature termination of the contract, the security deposit will be forfeited and the **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** will be at liberty to recover the losses suffered by it & if additional cost is to be paid, the same shall be recovered from the Bidder.
5. The **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** is empowered to recover from the security deposit for any sum due and for any other sum that may be fixed by the COLLEGE OF ENGINEERING KARAD as being the amount or loss or losses or damages suffered by it due to delay in performance and / or non-performance and / or partial performance of any of the conditions of the contract and / or non- performance of guarantee obligations.
6. The security deposit shall be released to the Bidder only after contract is completed to the satisfaction of the **GOVERNMENT COLLEGE OF**



## **ENGINEERING, KARAD PRICE VARIATION:**

### **9. PRICE VARIATION :**

Under any circumstances & for any reasons, escalation in the contract value will not be considered by **GOVERNMENT COLLEGE OF ENGINEERING, KARAD**.

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

**11. TIME FRAME:** The time frame for the completion of work is **90 Days** from the date of issue of work order.

### **12. PERIOD OF VALIDITY OF BID**

- Bids shall remain valid for 180 days after the date of opening of Technical Bid. A Bid valid for a shorter period shall be rejected by **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** as non- responsive.
- In exceptional circumstances, **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** may solicit the Bidder's consent to extend the period of validity. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended. A Bidder granting the request will not be required nor permitted to modify its bid.

### **13. MODE OF SUBMISSION OF BIDS**

- The Bids shall be submitted electronically in the e-tender platform only.
- Bids sent by any other mode like in person, post, Telex or Fax or e-mail will be rejected.
- **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** may at its discretion require any Bidder to submit the hard copy of any of the document submitted on e-tender platform.

### **14. AMENDMENT OF BIDDING DOCUMENT**

- At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents

by issuing addenda. Any addendum thus issued shall be part of the bidding documents pursuant to Sub-Clause and shall be communicated through the website: - [www.mahaetender.gov.in](http://www.mahaetender.gov.in)

- In order to afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, or for any reason deemed appropriate by the Employer, the Employer may extend the deadline for submission of bids.

#### **15. DEADLINE FOR SUBMISSION OF BIDS**

- Bids must be uploaded by the bidder through e-tender process not later than the time and date specified in the invitation for Bids.
- The **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** may, at the discretion, extend this deadline for submission of bids by issuing an addendum, in which case all rights and obligations of **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **16. LATE BIDS**

In online e-tender system, you shall not be able to submit the bid after the bid submission time and date as the icon or the task in the e-tender portal will not be available.

#### **17. CLARIFICATION OF BIDS**

During evaluation of Bids, **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substances of the Bid shall be sought, offered or permitted.

#### **18. PRELIMINARY EXAMINATION**

- The **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in

order.

- Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail. If the Bidder does not accept the correction of errors, its bid will be rejected.
- **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** may waive any minor infirmity or non- conformity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.
- Prior to the detailed evaluation, the **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** will determine the substantial responsiveness of each bid to the Tender Documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Tender Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, applicable Law and taxes and duties, Warranty, Force Majeure will be deemed to be a material deviation. **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- If a bid is not substantially responsive, it will be rejected by **COLLEGE OF ENGINEERING KARAD** and may not subsequently be made responsive by the Bidder by correction of the non- conformity.

**Pre-bid meeting:** Pre-bid meeting shall be the part of Tender Document, The decision taken in this meeting shall be applicable to this Tender. If any bidder has any queries about the Tender, then he can send the queries before the pre- bid meet by email. The queries received after this meeting then that bidder's queries will not take in to account.



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## 19.ACCEPTANCE OR REJECTION OF BIDS

- **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** 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.
- Any Bid with incomplete information is liable for rejection.
- 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.
- 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 Govt., of Maharashtra and will be black listed.

## 20.CRITERIA FOR EVALUATION OF BIDS

- **Step 1: Test of Responsiveness**

Prior to evaluation of Bids, **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** shall determine whether each Bid is responsive to the requirements of the tender document. A Bid shall be considered responsive only if all documents as outlined in the tender document for two stage bid process are submitted as per the pre-defined format.

The **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the **GOVERNMENT COLLEGE OF ENGINEERING, KARAD** in respect of such Bid.

- **Step 2: Bid Evaluation**

Bid evaluation will be carried out considering the information furnished by Bidders as per the Tender documents. This process will involve evaluation of the response to tender document of the Bidder as per terms and conditions of this Tender Document. Based on technical/qualifying criteria preferred bidders



will be short listed.

- **Technical 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, **GOVERNMENT COLLEGE OF ENGINEERING, KARAD**, may, at its discretion, ask the bidders for clarification of their Proposals.

- **Financial Evaluation**

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

- 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 who choose to attend.
- The bidder's names, the Bid Prices, the total amount of each bid, any discounts, and such other details as the Employer may consider appropriate, will be announced and recorded by the Employer at the opening. The bidder's authorized representatives will be required to sign this record.
- Bidder that has quoted the lowest price (inclusive of all the taxes/duties) shall be declared as the preferred Bidder.
- The work orders shall be issued to the successful bidder who ever qualifies in the complete process as mentioned.

## **21.AWARD CRITERIA AND AWARD OF CONTRACT**

**GOVERNMENT COLLEGE OF ENGINEERING, KARAD** will award the Contract to the successful Bidder whose Bid 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.



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## 22. CORRUPT OR FRAUDULENT PRACTICES

**GOVERNMENT COLLEGE OF ENGINEERING, KARAD** requires that Bidders shall observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, **GOVERNMENT COLLEGE OF ENGINEERING, KARAD:**

Defines, for the purposes of this provision, the terms set forth as follows:

- “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
- “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;
  - 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;
  - will declare a firm ineligible, 3 years for a period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.



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### **SECTION - III**

#### **GENERAL CONDITIONS OF CONTRACT (GCC)**

##### **1. General Terms and Conditions:**

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

- a. Bidder shall be responsible for any damage occurred, if any, to other installations of the Govt. Buildings during the course of work.
- b. The Bidder should provide appropriate tools and equipment's 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 IM-MOVABLE 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, GOVERNMENT COLLEGE OF ENGINEERING, KARAD OR ITS EMPLOYEES WILL NOT BE RESPONSIBLE FOR ANY SUCH INCIDENT".
- c. Bidder should provide necessary manufacture's test certificates for materials being used for the work. Bidder should provide facilities and bear the cost for the same. Power curve of all the panels erected by manufacturers shall be provided to GOVERNMENT COLLEGE OF ENGINEERING, KARAD.
- d. The selected Bidder is bound to work on the guideline provided by GOVERNMENT COLLEGE OF ENGINEERING, KARAD from time to time. Guidelines if issued in future by GOVERNMENT COLLEGE OF ENGINEERING, KARAD, the changes proposed will also be applicable without enhancement in project cost till the completion of 5 years period.
- e. 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.
- f. It is the responsibility of Bidder to submit the reports for systems



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- installed & commissioned and certificates for undertaking the responsibility of maintenance of the systems to GOVERNMENT COLLEGE OF ENGINEERING, KARAD with a copy to user agency. Bidder shall also impart training to the user for regular Operation & Maintenance of the system and certificate in this respect should be submitted.
- g. Bidders should give Guarantee against any manufacturing defects from the date of commissioning up to 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.
  - h. Bidders and User Agency shall allow GOVERNMENT COLLEGE OF ENGINEERING, KARAD officials for 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.
  - i. In the event of any discrepancy observed in specifications, the specifications given by GOVERNMENT COLLEGE OF ENGINEERING, KARAD will be final. In the event of dispute arising any time, related to this work and document, decision of the Director General, GOVERNMENT COLLEGE OF ENGINEERING, KARAD or his nominee shall be final.
  - j. GOVERNMENT COLLEGE OF ENGINEERING, KARAD at its discretion may visit supplier's factory for testing / inspection at any time during the period of supply and installation of the systems.
  - k. GOVERNMENT COLLEGE OF ENGINEERING, KARAD will not pay any interest on any amount, due to the Bidders.
  - l. During the inspection, if any deviations in Technical Specifications are observed, GOVERNMENT COLLEGE OF ENGINEERING, KARAD reserves right to test any solar module / system at any authorized test centre of MNRE. Bidder shall provide the facilities for getting the sample tested & the supplier shall bear the cost for the same.
  - m. If the supplier fails to complete the work or partially completes it then, GOVERNMENT COLLEGE OF ENGINEERING, KARAD reserve right to cancel the



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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 his Security Deposit.

- n. At the time of inspection of GOVERNMENT COLLEGE OF ENGINEERING, KARAD, manufacturer or supplier has to submit the I.V. curves and test reports of supplied PV modules to respective officer.
- o. Also the manufacturer has to submit the relevant IEC / IS certification (test reports) of batteries which they have installed.
- p. The Wiring must be carried out in casing-capping / conduit which are suitable as per site condition.
- q. It will be responsibility of the Bidder to ensure the satisfactory performance of the system.
- r. Please note that for any of the discrepancy observed during the period of installation and commissioning, conditions specified in tender by GOVERNMENT COLLEGE OF ENGINEERING, KARAD shall be final & binding.
- s. 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.
- t. 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 there to and rules made there under from time to time.
- u. If previous performance of any Bidder found unsatisfactory, he will be disqualified.
- v. If any information / confirmation on any point of these tender conditions are required Bidder may contact / write to Director General, GOVERNMENT COLLEGE OF ENGINEERING, KARAD, Pune giving tender reference no. etc.
- w. In the event of dispute during installation & commissioning of the systems



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related to the work and documents, decision of the PRINCIPAL, KARAD shall be final.

- x. PRINCIPAL, GOVERNMENT COLLEGE OF ENGINEERING, KARAD reserves the rights to distribute the work among the Bidders who are eligible and have submitted the offers.
- y. Once the Bidder submit his offer and subsequently if not interested to work, in such case GOVERNMENT COLLEGE OF ENGINEERING, KARAD will forfeit his EMD amount.
- z. At the time of placing work order and during the implementation GOVERNMENT COLLEGE OF ENGINEERING, KARAD can revise the technical terms and conditions if revised by MNRE, which will be binding on the Bidder.
- aa. PRINCIPAL, GOVERNMENT COLLEGE OF ENGINEERING, KARAD reserves the right to select L2 Bidder i.e., second lowest Bidder to complete the work, if L1 i.e. lowest Bidder fails to fulfil tender conditions or fails to complete the work. In such a case if additional amount required for completion of work then this cost will be recovered from l-1 bidder.
- bb. It is binding on the successful Bidder to submit original certificates, documents required by GOVERNMENT COLLEGE OF ENGINEERING, KARAD.
- cc. GOVERNMENT COLLEGE OF ENGINEERING, KARAD at its discretion may visit Bidders factory for testing / inspection of the material to be utilized for work. The testing shall be carried out in manufacturer's premises and / or at appropriate testing laboratory or as per direction of Director General or his authorized representative. However inspection of material at site will be considered as final inspection.

## **2. Communications**

- Wherever provision is made for the giving or issue of any notice, instruction, consent, approval, certificate or determination by any person, unless otherwise specified such communication shall be in writing and shall not be unreasonably withheld or delayed.



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- Project review coordination meetings between the Employer, Employer's Representative and Contractor shall be conducted on a regular basis or as and when required by the Employer, at locations decided by the Employer, to review the Contractor's progress and plans for completing the remaining Works, to deal with matters affecting the progress of the Works, and to decide on responsibility for actions required to be taken. Decisions taken and instructions issued during the coordination meetings, as recorded in the Minutes, shall have the same force and effect as if they were written communications issued in accordance with the three preceding paragraphs.

### **3. Manner of Execution**

Execution of work shall be carried out in the approved manner as outlined in the technical specifications or where not outlined, in accordance with relevant MNRE / GOVERNMENT COLLEGE OF ENGINEERING, KARAD / BIS / Indian Standard Specifications, to the reasonable satisfaction of The Employer.

- The Contractor / Agency should successfully complete the project within timeframe set out by the employer and mutually agreed between Contractor / Agency and Employer.
- GOVERNMENT COLLEGE OF ENGINEERING, KARAD shall not be responsible for any loss or damage of any material when installing SPV power plants.
- Undertake necessary activities during the warranty period as set out in this Contract.
- It is the responsibility of successful bidder to make the insurance of SPV system from the date of commissioning for the CMC period by following standard procedure.

### **4. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

### **5. Standards**

The goods supplied under this contract shall confirm to the Standards



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mentioned in the Technical specification Section as per the MNRE / GOVERNMENT COLLEGE OF ENGINEERING, KARAD requirements and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Good's country of origin and such standards shall be the latest issued by the concerned institution.

**6. Inspection:**

- Bidder shall inform GOVERNMENT COLLEGE OF ENGINEERING, KARAD, Pune in writing when the work is complete and ready for inspection giving sufficient notice to enable GOVERNMENT COLLEGE OF ENGINEERING, KARAD to depute officials to inspect the same. The work shall not be considered in accordance with the terms of the contract until the competent person from GOVERNMENT COLLEGE OF ENGINEERING, KARAD certifies in writing to that effect.
- Bidder has to strictly follow the specifications given in the work order while carrying out the execution of work. During inspection if it is found that Bidder has deviated from the specifications, Bidder has to do the alteration / modification / reconstructions as per the given specifications at his own cost & risk.

**7. Transportation**

Where the Contractor / Agency is required under the contract to transport the goods to specified locations defined as Project sites, transport to such places including insurance, as shall be specified in the contract, shall be arranged by the Contractor / Agency, and the contract price shall include transportation costs.

**8. Terms of Payment: PAYMENT WILL BE RELEASED FROM  
GOVERNMENT COLLEGE OF ENGINEERING KARAD.**

- a. 70% of the total cost will be released after supply of material on site duly certified by Bidder, Officer of GOVERNMENT COLLEGE OF ENGINEERING, KARAD & authorized person of User Agency along with submission of test certificates.



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- b. 20% of the total cost of the project will be released after supply, installation & commissioning of the total project duly certified by Bidder, Officer of GOVERNMENT COLLEGE OF ENGINEERING, KARAD & authorized person of User Agency.
- c. 10% of the total cost shall be released on submission of one month successful performance report in prescribed format which should be duly certified by Officer of GOVERNMENT COLLEGE OF ENGINEERING, KARAD, authorized person of User Agency

**Deduction:-**

- i. The TDS at the source will be deducted as per the Govt. rule and regulations.
- ii. GOVERNMENT COLLEGE OF ENGINEERING, KARAD will issue the necessary certificates of TDS deduction
- iii. 'C' / 'D' form will not issued by GOVERNMENT COLLEGE OF ENGINEERING, KARAD.

**Payment Terms for Comprehensive Maintenance Contract (CMC):**

5 years CMC cost will be released against submission of Performance Bank Guarantee valid for 5 years from the date of completion of project work. The submission of performance Bank Guarantee is mandatory for successful bidder. For releasing the 5 years CMC cost the bidder has to submit following documents along with his claim.

- a. Performance Bank Guarantee equivalent to 10% of the project cost from any Nationalized Bank valid up to 5 years from date of completion of the project.
- b. Latest report of systems functioning at various Institutes area in the duly certified by authorized person of User Agency.

**9. PENALTY CLAUSE**

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 1/2% (half percent) 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.

**10. Assignment**

The Contractor / Agency shall not assign, in whole or in part to any third party, its obligations to perform under the contract, except GOVERNMENT COLLEGE OF ENGINEERING, KARAD's prior written consent.

  
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#### **11. Sub-contracts**

Subcontract is strictly prohibited.

#### **12. Termination for Default**

GOVERNMENT COLLEGE OF ENGINEERING, KARAD without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor / Agency, terminate the contract in whole or part:

- If the Contractor / Agency fails to deliver any or all the goods within the period(s) or within any
- extension thereof granted by the GOVERNMENT COLLEGE OF ENGINEERING, KARAD or If the Contractor / Agency, in the judgment of GOVERNMENT COLLEGE OF ENGINEERING, KARAD has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

In the event GOVERNMENT COLLEGE OF ENGINEERING, KARAD terminates the contract in whole or in part, GOVERNMENT COLLEGE OF ENGINEERING, KARAD may procure, upon such terms and in such manner as it deems. Appropriate goods or services similar to those undelivered and the Contractor / Agency shall be liable to GOVERNMENT COLLEGE OF ENGINEERING, KARAD for any excess costs for such similar goods or services. However, the Contractor / Agency shall continue the performance of the contract to the extent not terminated.

#### **13. Applicable Law**

The contract shall be interpreted in accordance with the laws of the Union of India.

#### **14. Notices**

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other party's address specified. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### **15. Packing**

The Bidder shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy handlings facilities at all points in transit.



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The packing, marking and documentation within and outside the item shall comply strictly with such special requirements as shall be provided for in the contract including additional requirements, if any and in any subsequent instructions ordered by the GOVERNMENT COLLEGE OF ENGINEERING, KARAD.

**16. Danger plates:**

The bidder shall provide at least Danger Notice Plates of 200mm X 150 mm made of mild steel sheet, minimum 2mm thick and vitreous enamelled white on both sides and with inscription in signal red colour on front side as required. The inscription shall be in English and local language. Out of eight, four danger notice shall have to be provided at PV Yard & Four-danger notice at Control Room & Battery room.

**17. 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.

  
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