



TENDER DOCUMENT

FOR

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ROOF TOP SOLAR POWER PLANT IN IWT TERMINAL BUILDING AT GAIGHAT, PATNA.

TENDER NO. : IWAI/PTN/17(1)/OB/ 2018-19

**INLAND WATERWAYS AUTHORITY OF INDIA
(MINISTRY OF SHIPPING)**

Gaighat, Gulzarbagh, Patna-800007

Telephone Nos. 0612-2310028, 2310029,

Website: <http://iwai.gov.in>, <http://eprocure.gov.in/eprocure/app>

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**INLAND WATERWAYS AUTHORITY OF INDIA
(MINISTRY OF SHIPPING)**

<https://eprocure.gov.in/eprocure/app>

TENDER NO. : IWAI/PTN/17(1)/OB/ 2018-19

Issued to : M/s

Dated :

Sub: Supply, installation, testing and commissioning of Solar Power Plant in IWT Terminal building Gaighat, Patna.

Sir,

Inland waterways Authority of India (IWAI), Patna invites online tender in two cover system (cover I–Technical bid & cover II– Financial bid) from experienced contractors for the above mentioned work. The bids will be placed online at <https://eprocure.gov.in/eprocure/app> not later than 17.00 hrs. on 14.06.2018. Technical bids shall be opened on 21.06.2018 at 15.30 hrs. Firm shall have completed at least three similar works costing not less than Rs. 6.00 lakhs or two similar works costing not less than Rs.9.00 lakhs or one similar work costing not less than Rs. 12.00 lakhs during last seven years (year ending March, 2018). The tenderer shall have registration with GST and having GST number. The tenderer shall have latest certificate of solvency from nationalized bank/schedule bank included in the second schedule of the RBI Act for not less than 40% of estimated cost (Bank Solvency should not be older than 1 year). Average annual financial turn over should be at least 100% of the estimated cost during the immediate last 3 consecutive financial year. The tenderer shall be submitted Income Tax return for the last 3 financial years. The tenderer shall also be submitted following documents with the tender:

- i. Tender Acceptance Letter
- ii. Bank Accounts Details
- iii. Declaration by the Bidders
- iv. Bidders information form

Tenderer shall submit suitable documents as proof of the eligibility criteria along with the tender.

Issuance of tender document will not construe document that such bidders are automatically considered qualified. For details tender document shall be read carefully.

Director



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Government of India)

IWAI GAIGHAT

PATNA

TENDER NO. : **IWAI/PTN/17(1)/OB/ 2018-19**

**Supply, installation, testing and commissioning of Solar Power Plant
in IWT Terminal Building at Gaighat, Patna (BIHAR).**

PART-I

TECHNICAL BID



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

Gaighat, Gulzarbagh, Patna – 800007

NOTICE INVITING TENDER

TENDER NO. **IWAI/PTN/17(1)/OB/ 2018-19**

Inland Waterways Authority of India (IWAI) invites online tender / bids in two cover system (cover I–Technical bid & cover II– Financial bid) for the following work from the reputed and eligible firms. Firm shall have completed at least three similar works costing not less than 40% of estimated cost or two similar works costing not less than 60% of estimated cost or one similar work costing not less than 80% of the estimated cost during last seven years (year ending March, 2018). The tenderer shall have Permanent Account Number (PAN) issued by Income Tax Department. The tenderer shall have registration with GST and having GST number. The tenderer shall have latest certificate of solvency from nationalized bank/schedule bank included in the second schedule of the RBI Act for not less than 40% of estimated cost (Bank Solvency should not be older than 1 year). Average annual financial turn over should be at least 100% of the estimated cost during the immediate last 3 consecutive financial year. The tenderer shall be submitted Income Tax return for the last 3 financial years.

Name of work	Estimated Cost	EMD (in Rs.)	Time of completion	Date & time of submission of tender	Date & time of opening of Tech. bid
Supply, installation, testing and commissioning of Solar Power Plant in IWT Terminal at Gaighat, Patna (Bihar)	15.00 lakhs	30000/-	45 days	14.06.2018 17.00 hrs.	21.06.2018 15.30 hrs.

Firms fulfilling the above eligibility criteria may obtain tender document along with the terms and condition. The complete bid as per the tender documents should be placed online at <https://eprocure.gov.in/eprocure/app> by 17:00 hours on 14.06.2018 and will be opened online on 21.06.2018 at 15:30 hours at IWAI, **IWAI OFFICE AT GAIGHAT, PATNA**. The scanned copy of all the supporting documents should be submitted online along with the technical bid.

All Bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) on submission of a valid registration certificate as per the Government of India rules, are required to pay the cost of Tender Document as mentioned above through RTGS. The cost of Tender Document is Rs. 500/+18% GST (Rupees Five Hundred only) mentioned above shall be deposited to IWAI Fund Bond through RTGS in the following account:

Make in India: As per policy of Govt. of India to promote Make in India, the provisions vide order no. P-45021/2/2017-B.E.-II dated 15.06.2017 on the subject “Public Procurement (preference to Make in India)” shall be applicable to the extent possible.

Name of Bank Account: IWAI Fund Bond

ii) Bank Name and Address: Canara Bank, Main Branch, South Gandhi Maidan, Patna -1

iii) Bank Account number: 0352101045139

iv) IFSC: CNRB0000352

Bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or Department or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) on submission of a valid registration certificate as per the Government of India rules, shall furnish EMD of the amounts as mentioned above. EMD for the mentioned amount shall be deposited to IWAI Fund Bond through RTGS in the following account:

- i.) Name of Bank Account : IWAI Fund Bond**
- ii) Bank Name and Address : Canara Bank, Main Branch South Gandhi Maidan, Patna - 800001**
- iii.) Bank Account Number : 0352101045139**
- iv.) IFSC : CNRB0000352**

Site will be inspected on all working days during office hours. For inspection of site, the bidder may contact to the Director, **IWAI, Patna on following phone numbers and e- mail ID: dirpat.iwai@nic.in**

Phone : **0612-2310028**

IWAI reserves the right to reject any or all bids without assigning any reasons. For details, refer the website or contact IWAI Office, Patna.

Director



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Govt. of India)

Gaighat, Gulzarbagh, Patna -800007

TENDER NO. IWAI/PTN/17(1)/OB/ 2018-19

IWAI invites online tender / bids in two cover system from the firm having valid registration as an empaneled channel partner with MNRE for the following work:-

Name of work	Estimated cost (Rs.)	EMD (Rs.)	Time for completion	Date & time of submission of tender	Date & time of opening of Tech. bid
Supply, installation, testing and commissioning of Solar Power Plant in IWT Terminal at Gaighat, Patna (Bihar).	15.00 lakhs	30000/-	45 days	14.06.2018 17.00 hrs.	21.06.2018 15.30 hrs.

Detailed NIT eligibility criteria and tender document alongwith Instruction to the Bidders can be seen at IWAI's website i.e. www.iwai.nic.in www.eprocure.gov.in

Director

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FORM OF TENDER

To

The Director,
IWAI, Gaighat,
Gulzarbagh, Patna-7

Name of Work: Supply, installation, testing and commissioning of Solar Power Plant in IWT Terminal building at Gaighat, Patna- 800007 (Bihar).

1. Having visited the site and examined General Conditions, Special Conditions, General Specifications and detailed specification, schedule and Bill of Quantities for the above named works, I/We offer to supply, construct, repair, complete, commission and maintain the whole of the said works in conformity with the said condition of Contract, Specifications, Schedule of Quantities for the sum as stated in Bill of quantities this tender document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I/We undertake to complete the whole of the works comprised in the contract within the time as started in the tender and also in accordance in all respects with the specification, drawing and instructions as mentioned in the tender document.
3. I/We have independently considered the amount of liquidated damages shown in the tender hereto and agree that it represents fair estimates of the loss likely to be suffered by IWAI in the event of works not being completed in time.
4. I/We agree to abide by this tender by this tender. I/We agree to keep the tender open for a period of 90 days from the date of opening of price bids or extension thereto as required by the IWAI and not to make any modification in its terms and conditions.
5. **A sum of Rs. 30000/- (Rupees thirty thousand only) is hereby deposited to IWAI Fund Bond through RTGS as Earnest Money.**

I/we agree, if I/we fail to keep the validity of the tender opens as aforesaid or I/we make any modification in the terms and condition of my/ our tender. If I/we fail to commence the condition of my/our Earnest Money, as aforesaid and IWAI shall without any prejudice to another right or remedy, be at the liberty for forfeit the said Earnest Money absolutely otherwise the said earnest money shall be retained by him towards parts of security deposit to execute all the works referred to in the tender document upon the terms and condition contained or referred to therein and to carry out such deviation as may be ordered. Should this tender be accepted I/we agree to abide by and fulfill all the terms and conditions and provisions of this tender. No interest is payable on earnest money deposit and /or security deposit.

1. If this tender is accepted, I/we undertake to enter into /execute at my/our cost when called upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereto shall constitute a binding contract.
2. I/we that if my/or tender is accepted, I/we and /are to be jointly and severally responsible for due performance of the contract.
3. I/we understand that you are not bound to accept the lowest or any tender you may receive and may reject all or any tender without assigning any reason.
4. I/we certify that the tender submitted by me/us is strictly in accordance with the terms, condition, specifications etc. as contained in the tender documents, and it is further certified that it does not contain any deviation to the aforesaid document.

Date.....
 Signature.....
 Name.....
 Designation.....

(Duly authorized to sign & submit tender for an on behalf of name and address of firm)

M/s.....

.....

Telephone

Nos.....

Fax Nos.....

Witness:
 Signature.....
 Name.....
 Address.....

Telephone Nos.....

INSTRUCTION FOR SUBMISSION OF BID

- 1.0 All covering letters and information to be included in the bid shall be submitted with bid itself.
- 2.0 Tender should be submitted online at <https://eprocure.gov.in/eprocure/app> by 17.00 hours on **14.06.2018** in two bid system i.e. technical bid and financial bid. Technical bid will be open online on **21.06.2018 at 15.30 hours at IWAI Office, Patna.**

TECHNICAL BID

Technical bid shall be submitted along with scanned copy of the following documents:

- a) Original Bid document duly completed and filled except prices.
- b) Blank Performa of Schedule of price (price not to be filled)
- c) Earnest Money Deposit (Proof of payment through RTGS)
- d) Tender cost (Proof of payment through RTGS)
- e) Proof for registration as an empanelled channel partner with MNRE
- f) Experience Certificate
- g) Permanent Account Number (PAN) issued by the Income Tax Department.
- h) GST Number issued by GST Department.
- i) Solvency certificate from any nationalized/schedule bank.
- j) Letter of Authority for signing and negotiations of tender.
- k) Audited balance sheets along with turnover, profit and loss accounts for the last 3 years copy of Income Tax assessment or return for the last 3 years.

The hard copy proof of payment of EMD and Tender cost and duly signed 'form of tender' shall be submitted before **15.00hrs, 21.06.2018.**

PRICE BID

The price bid shall be submitted original for:

- a) Schedule of price duly filled in the specified form.
 - b) It may please be noted that this part shall not contain any terms and conditions. These, if any must be brought out in Part-I only. Any conditions given in the price bid will not be taken into account and it will be sufficient cause for rejection of bid.
- 3.0 Bidders are advised to submit tenders strictly based upon technical specification, terms and condition contained in documents and not to stipulate any deviations. Should it, however, become unavoidable, deviations

should be stipulated in proposal in Part-I. IWAI reserve the right to evaluate bids containing deviation as determined by IWAI. Any change in this may lead to rejection of bid.

- 4.0 Earnest Money Deposit of Rs. 30000/- (Rupees thirty thousand only) is hereby deposited to **IWAI Fund Bond** through RTGS.
- 5.0 IWAI reserves the right to reject any or all bids without assigning any reasons.
- 6.0 Late bids, delayed bids received after the stipulated last date and time for receipt of bids, due to any reasons whatsoever will not be considered.
- 7.0 The bid can only be submitted in the name of the bidder in whose name the bid documents were issued by the IWAI.
- 8.0 Any annotation or accompanying documentation in the bid shall be in Hindi or English language only and in metric system. Tender filled in any other language only will be summarily rejected.
- 9.0 Bidder shall sign their proposal with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by authorized persons of the bidder's organization as following:
 - 10 (a) If the tender is submitted by an individual, it shall be duly signed and sealed by a proprietor above his full name and full name of his firm with its current business address.
 - 10 (b) If the tender is submitted by the proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with its current business address.
 - 10 (c) If the tender is submitted by a firm in partnership, it shall be signed by the firm with their full names and current business address, or by a partner holding the power of attorney for the firm for signing the Tender in which cases a certified copy of the power of attorney shall accompany the Tender. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the Tender.
 - 10 (d) If the tender is submitted by a limited company, or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the tender in which case a certified copy of the power of attorney shall accompany the Tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded 'Satisfactory evidence' means the certificate of incorporation of the limited company or corporation under Indian Companies Act, 1956.
 - 10 (e) If the Tender is submitted by a group of firms, the sponsoring firm shall be submit complete information pertaining to each firm in the group and state along with the bid as to which of the firm shall have the responsibility for tendering and for completion of the contract document and furnish evidence admissible in law in respect of the authority assigned to such firm on behalf of the group of firms for tendering and for completion of the contract document. The full information and satisfactory evidence pertaining to the

Participation of each member of the group of firm in the Tender shall be furnished along with the Tender.

- 10 (f) All witnesses and sureties shall be persons of states and their full name, occupations and addresses shall be stated below their signatures. All signatures affixed in each page in the tender will be dated.
- 11.0 Bidders shall clearly indicate legal constitutions and the person signing the tender shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid. The Owner may reject outright any bid unsupported by adequate proof of the signatory's authority.
- 12.0 The bid document shall be completed in all respect and shall be submitted together with the requisite information and appendices. They shall be complete and free from ambiguity, change or interlineation.
- 13.0 If the space in the bid form or in the appendices thereto is insufficient, additional pages shall be separately added. These page shall be consecutively page numbered and shall be separately also be signed by the Bidder.
- 14.0 The Bid document shall be signed by the bidder on each page.
- 15.0 Bidder should indicate at the time of quoting against this bid their full postal addresses with FAX and telephone numbers.
- 16.0 Bidders shall set their quotations in the firm figures and without qualification. Each figure stated should also be repeated in words and in the event of any discrepancy between the amounts stated in figures and words, the amount quoted in words shall be deemed the correct amount. Bid containing qualifying expression such as "subject to minimum acceptance" or "subject to availability of material/equipment" etc., is liable to be rejected.
- 17.0 IWAI shall have a unqualified option to claim the amount submitted along with the tender as EMD in the event of the Bidder failing to keep the bid valid up to the date specified or refusing to accept work or carry it out in accordance with the bid if the IWAI decided to award the work to the bidder.
- 18.0 The EMD shall be retained with the IWAI until finalization of tenders. Further, security deposit @10% of the value of each running bill shall be deducted from the running bills in the event of the Bidder becoming the successful Contractor. The amount of EMD would be adjusted against the security deposit.
- 19.0 IWAI shall however, arrange to release the EMD in respect of unsuccessful bidders within 30 (thirty) days of placement of order successful bidder.

- 20.0 The tender Evaluation committee (TEC) shall open the tenders in the presence of the intending tenderers who may be present at the date and time of opening informed in the bid document or subsequently. If any of the tenderers or his agent is not present at the time of opening of tender, the TEC shall, on opening of tenders of the absentee tenderer, prepare a statement of the attested and unattested corrections in the tender over their signature. Such a list shall then be binding on the absent tenderer.
- 21.0 The successful tenderers shall be required to execute a contract agreement in the given format. In case of any refusal/failure on the part of such successful bidder to comply with the terms contained herein.
- 22.0 IWAI reserves the right to reject any or all bids without assigning any reasons.

**

DEFINITIONS

1. The contract means the documents forming the tender and acceptance thereof and the format agreement executed between the Competent Authority on behalf of the Chairman, Inland Waterways Authority of India and the contractor, together within the documents referred to therein including these conditions and instructions issued from time to time by the Officer-in-charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them;
 - (i) The expression work or works shall unless there be something both in the subject or context repugnant to such constructions be construed and taken to mean the works by or by virtue of the contract to be executed whether temporary or permanent, and whether original offered substituted or additional.
 - (ii) The 'Contractor' shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - (iii) The 'Employer' means the Chairperson, Inland Waterways Authority of India and his successors.
 - (iv) The 'Engineer-in-charge' means the Engineer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Employer.
 - (v) 'IWAI/Authority/Department/Owner' shall mean the Inland Waterways Authority of India, which invites tenders on behalf of the Chairman, IWAI.
 - (vi) The 'Site' shall mean premises of IWT Terminal of IWAI at Gaighat, Patna of owner on which the works are to be executed under this contract.
 - (vii) The term 'Day' shall mean a calendar day beginning and ending at midnight.
 - (viii) The term 'Week' shall mean seven consecutive calendar days.
 - (ix) The term 'Month' shall mean the English calendar month.
 - (x) District specifications mean specifications followed by the State Government in the area where the work is to be executed.
 - (xi) Tendered value means the value of the entire work as stipulated in the letter of award.
 - (xii) Excepted Risk are risks due to riots (other than those on account of contractor's employees) war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military of usurped power, any act of Govt. damages, acts of God, such as earthquake, lightning and unprecedented flood and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Govt. of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Govt., faulty design of works.

- (xiii) Market rate shall be rate as decided by the Officer-in-charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in tender to cover all overheads and profits.
- (xiv) Schedules referred to in these conditions shall mean the relevant schedules annexed to the tender to the tender papers or the standard schedules of rates of the govt. mentioned with the amendments thereto issued up to the date of receipt of the tender.

Interpretation Clause

- The 'Chairperson' means the Chairperson of Inland Waterways Authority of India.

Word Importing the singular number only includes the plural number and vice versa.

General Conditions

1. All supplies proposed to be obtained on contract is as notified in Notice inviting Tender published in News Papers.
This NIT will state the supplies to be made as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of the earnest money to be deposited with the tender and the amount of the security deposit to be deposited by the successful tender and the percentages, to be deducted from bills, copies of the Specifications and any other documents required in connection with the work, signed for the purpose of identification by the Engineer-in charge. These documents shall also be open for inspection by contractor at the office of the Inland Waterways authority of India during office hours.
2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof, in the event of the absence of any partner, it must be signed on his behalf by a person holding a valid power-of attorney authorizing him to do so, such power of attorney shall be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.
3. Receipts for payment made to a firm must also be signed by the several partners except where the contractors are described in their tender is a firm, in which case the receipt must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the supplied form stating at what rate he is willing to undertake each item of the work. Tenderers who purpose alteration in the work specified in the said NIT or in the time allowed for carrying out the work or which contain any other conditions of any sort will be liable for rejection. No single tender shall include more than one work. But contractor wish to tender for two or more works shall submit a separate tender for each. Tenders shall have the name and number of the work to which they refer written outside the envelope.
5. The Officer-in charge or his duly authorized representative will open tenders in the presence of any intending bidders who may be present at that time, and will enter the amounts of the several tenders in a Comparative Statement in a suitable form. In the event of a tender being accepted a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign, copies of the specification and other documents mentioned in rule 1. In the event of a tender being rejected the earnest money forwarded with such unaccepted tender shall thereupon be returned to the respective bidder.
6. The Officer inviting tenders shall have the right of rejecting any or all of the tenders without assigning any reason and will not be bound to accept the lowest tender.
7. The receipt of the Finance Department for any money paid by the contractor will be considered as payment to the Officer-in-charge and the contractor shall be

responsible foreseeing that he produces a receipt signed by the Officer-in-charge or the authorized signatory of finance department of Inland Waterways Authority of India (IWAI), Patna.

8. The person/persons, whose tender(s) may be accepted (herein after called the contractor) shall permit IWAI/Govt. at the time of making any payment to him for work done under the contract to deduct such sum as long with the sum already deposited as earnest money will amount to 10% of the total cost of the work. Such deduction to be held by Govt. by way of security deposit provided always that the Govt. for this purpose should be entitled to recover the amount from each running bill unit the balance of the amount of security deposit is realized. All compensation or other sums of money payable by the contractor under the terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit. In case security deposit is reduced by reasons of any deductions or sale as aforesaid the contractor shall within 10 days make good in cash or demand draft in favor of the Inland Waterways Authority of India. The security deposit shall be collected from the running bills of that contractor at the rates mentioned above and the earnest money if deposited at the time of tender will be treated as part of security deposit. No interest shall be payable on security deposit or Earnest Money Deposit.
9. The Security Deposit of Contractor shall not be refunded before the expiry of the one year 'maintenance & guaranty period' after completion of the work.

Special Conditions

1. **Scope of work** includes supply, installation; testing and commissioning of 20 KW capacity roof top Solar Power Plant & synchronizing with existing LT Panel and inverter with required battery backup (150 Ah 12V) Exide Battery (20Nos.) . The material shall conform to the latest version of relevant codes/specifications of Bureau of Indian Standard & MNRE etc. and as per direction of Engineer-in- Charge or his authorized representative.

Specification

The work is to be done in IWT Terminal building Gaighat, Patna (Bihar) and quote shall be applicable for all heights including scaffolding, staging, material lifting arrangements etc. as may be required for satisfactory completion of work.

The firm shall follow the instruction given by the IWAI. In case of any alteration instruction of the Engineer-in-Charge and IWAI will be final and binding on the firm.

The work is to be done in such a way that the officer's staff & workers working in the office are not affected / disturbed.

All arrangements for establishment, watch & ward of stores and security of sites, permits, license, appropriate vehicles for transportation, handling etc. shall have to be made by the contractor at his own cost and nothing extra on this account shall be paid.

The Engineer-in-Charge may issue instructions to the Contractor, which may be necessary for the contractor to perform his obligations under the contract. The contractor or his authorized representative shall be available for taking the instructions from the Engineer-in-Charge or his authorized representative.

2.0 Site:

Site means- IWT Terminal building Gaighat, Patna (Bihar).

3.0 Time for Completion

Time is the essence of contract. The work shall be completed in all respect within 45 days from the date of receipt of work order.

Rates:

The rates quoted by the tenderer, shall be firm and inclusive of all taxes (including works contract taxes), duties and levies, octroi and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc. at site i/c temporary constructional storage, risks, overhead charges general liabilities/obligations and clearance from local authorities. However, the fee for inspections shall be borne by the department (Goods & Service Tax (GST) will be paid extra as per rule). *“During Financial Bid Evaluation, for selection of lowest Bidder, quoted cost excluding GST would be considered. However, GST would remain effective as per the Government Guidelines, which shall be paid as per the provisions effective at the time of release of payments.”*

Rate quoted shall be applicable for all floors including scaffolding, staging, material lifting arrangements, etc. as may be required for satisfactory completion of work.

Payment

The payment will be made only for the quantity actually supplied, installed, tested, accepted and certified.

Payment will be made on completion of the entire work after testing and acceptance..

6.0 Validity

Bid shall be valid for acceptance for a period of 90 days from the date of opening of price bid.

Goods & Service Tax (GST):

Goods & Service Tax (GST) will be paid extra as per rule / as applicable.

Transit insurance shall be borne by the Contractor. All the prices indicated shall be F O R site.

8.0 Liquidated damages for late completion

In case of late completion of work beyond four months from the date of receipt of this work order the liquidated damages shall be payable by the Contractor @ 0.5% per week subject to maximum of 10% of the total cost of work. Liquidated damages shall be deducted from the bills of the Contractor.

9.0 Guarantee/ Warranty

The following warranty except in case of any mishandling, abused wear and tear, sabotage / force majeure condition are available:

Sl. No.	Equipment	Warranty
1.	SPV Array	25 years from the date of supply
2.	Array support structure	5 years
2.	Module Output	90% output for first 10 years and 80% output for 25 years
3.	Inverter and ACDB Panel	5 years from the date of supply

Contractor shall be submitted a bond for above mentioned warranty on the non-judicial stamp paper of Rs. 100/-.

10.0 Delay for non-delivery and installation

If at any time, during the execution of this order, Contractor is unable to deliver the goods within the specified delivery schedule, IWAI shall be entitled, at our option to terminate the order as mutually agreed without prejudice to any other rights we may have as a result of the failure on your part. IWAI shall have the

right to purchase all the goods or the remaining part of it from other sources at Contractor's risk and cost by giving a suitable notice.

Force Majeure:

If at any time during the continuance of this contract, it becomes impossible by reason of war, warlike operation, strikes, riots, civil commotion, epidemical sickness, pestilence, earthquake, fire, storm or floods, you shall during the continuance of such calamities be not bound to execute the contract provided always that the work shall be resumed immediately on the cessation or otherwise termination of the calamity and your obligations under various clauses of this contract shall continue to be in force and time necessary for the fulfillment of your obligation shall be extended correspondingly to the period for which the calamity lasted.

Non availability of power due to any reason shall not constitute force majeure.

Contractor will inform the Engineer in charge by fax, followed by confirmation by registered post, with appropriate documentation in support of the beginning and end of force majeure conditions as per clause stated above. The delivery period will suitably be extended by Engineer-in-Charge if the causes for the delay are beyond the control of contractor and are as per the clause 24 above.

12.0 Power Supply

Electric service connection of 415 V, 3 Phase, 4 Wire, 50 Hz, AC supply at one point shall be provided by the Deptt. for installation purpose free of charge.

13.0 Water Supply

Water supply shall be made available by the department at one point free of charge.

14.0 Risks associated with the work

The entire work shall be done at your risk. Any damage to the office property/outside property or injury to any of the outsiders, our office staff, staff and labour of the other contractors working at the same site under separate agreement with IWAI or to any of your staff/labour shall be completely at your risk and costs. You shall also undertake the necessary insurance cover for all your supervisors, staff and worker. The work is to be done in co-ordination with other contractors already working at site. You should undertake work in workman like manner and it should not create hindrance to the contractors working at site.

Arbitration

Except as otherwise provided herein before all questions, disputes or difference in respect of which the decision has not been final and conclusive arising between the Contractor and the Authority in relating to or in connection with contract shall be referred for arbitration in the manner provided as under and to the sole arbitrator appointed as follows:

- (i) Either of the parties may give to the other notices in writing of the existence of such question dispute or difference.
- (ii) Within Thirty (30) days of receipt of such notice from either party the engineer-in-charge of work at the time of such dispute shall send to the Contractor panel of three persons and there after the Contractor within fifteen (15) days of receipt of such panel communicate to the Engineer-in-charge the name of one of the persons from such panel and such a person shall then be appointed as sole arbitrator by the Chairman, IWAI. However, the arbitration so appointed shall not be an officer or the employee of Inland Waterways Authority of India.
- (iii) Provided that if the Contractor fails to communicate the selection of a name out of the panel so forwarded to him by the Engineer-in-charge then after the expiry of the aforesaid stipulated period the Chairman, shall without delay select one person from the aforesaid panel and appoint him as the sole arbitrator.
- (iv) Arbitration & Conciliation Act, 1996 together with any statutory modifications or re-enactment thereof .

16.0 Court Jurisdiction

Dispute of any nature that may arise in connection with the execution of this contract shall be covered by the **Laws of India subject to the jurisdiction of courts situated in Patna.**

Payment of wages

The contractor shall pay the labour employed by him either directly or through sub-contractors, wages not less than fair wages as prescribed by the Govt. from time to time. Contractor shall employ labour as per the provisions of the contract labour Regulation & Abolition Act, 1970 and the Contract Labour Regulation & Abolition Central Rules, 1971 wherever applicable

CERTIFICATION

- 17.0 PV module certification For humidity, freeze and heat tests certificate conforming to IEC 61215 Edition II/BIS 14286 from an NABL or IECQ accredited laboratory
- 18.0 Availability of test reports from Central Government or NABL or ILAC accredited Lab covering all the parameters as per MNRE specification

TECHNICAL SPECIFICATIONS

A. GENERAL

- i) The Contractor shall be responsible of the protection of existing floors, woodworks, electrical fitting, furniture etc. during execution of work.
- ii) The work shall be executed as per latest specification of MNRE or /and other specified agency of Govt. of India for supply and installation of solar power plant.

B. WORK

- a) All the work in general shall be carried out as per as per latest specification of MNRE or /and other specified agency of Govt. of India for supply and installation of solar power plant.
- b) The work will be executed as per pattern shown in the working drawings and as per approval of Engineer-in-Charge and nothing extra shall be payable on this account.
- c) Sample of all material are to be submitted well in advance to the Engineer-in-Charge for approval. Approved samples should be kept at site with the Engineer-in-Charge and the same shall not be removed except with the written permission of Engineer-in-Charge. No payment whatsoever will be made for these samples.
- d) The rate shall include the cost of all materials and labour involved in all the operations. Nothing extra shall be paid for use of any of the work.

AGREEMENT FORMAT

This agreement made on _____ day _____ year _____ between the Inland Waterways Authority of India (hereinafter called the 'IWAI' which expression shall unless excluded by or repugnant, to the context, be deemed to include heir, successors in office) on one part and M/S _____ (hereinafter called the 'CONTRACTOR' which expression, shall unless excluded by repugnant to the context be deemed to include his heirs, executors, Administrators, representatives and assigns of successors in the office) on the other part.

WHEREAS THE IWAI desirous of undertaking the works
for

WHEREAS the contractor has offered to execute and complete such works and whereas IWAI has accepted the tender of the contractor and WHEREAS the contractor has
Furnished

as security for the due fulfillment for all the conditions of this contract.

NOW IN THIS AGREEMENT WITNESSTH AS FOLLOWS

In this agreement words and expression shall have the same meaning as are respectively as assigned to them in the conditions of the contract hereinafter referred to:

The following documents shall be deemed to form and be read and constructed as part of this agreement VIZ.

- i) (a) Notice Inviting Tenders
(b) Tender form
(c) Warranty
- ii) Information & instruction for Tenders
- iii) (a) Schedule: Bill of Quantity
(b) Annexure
- iv) General Conditions of Contract
- v) Technical specifications and Special Conditions of Contract

The contract agreement has been complied by the IWAI from the original tender documents and all the correspondences from the tendering stage till acceptance. In the event of any difference arising from the completion of the contract, the original tender documents, contractor's offer, minutes of meeting and correspondence between the

party ended vide letter No. _____ may be referred to by either party. These documents shall take precedence over the complied documents.

The contractor hereby covenants with the IWAI to complete and maintain the “WORKS” in conformity in all respect, with the provision of the agreement.

The IWAI hereby covenants to pay the contractor in consideration of such completion of work, the contract price at the time and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on the day year first written.

For and on behalf of
(*Inland Waterways Authority of India*)

For and on behalf of
Contractor

Signature _____

Signature _____

Name & Designation _____

Designation _____

Stamp

Witness:

1) Signature _____

Signature _____

2) Name & Designation _____

Designation _____

Name &

Stamp

Witness:

1)

2) Name &

ANNEXURE- II

PROFORMA FOR EXPERIENCE

DETAILS OF SIMILAR WORKS CARRIED OUT BY THE FIRM

(SEPARATE SHEETS MAY BE ATTACHED)

NAME OF ORGANISTON	NAME OF WORK	CONTRACT VALUE	SCHEDULED DATE OF COMPLETION (EXTN. OF TIME IF ANY)	ACTUAL REASON FOR DELAY IN COMPLETION
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TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To,

Date:

Director,
IWAI, Gaighat,
Gulzarbagh, Patna-7
(Bihar).

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender/Work: - Supply, installation, testing and commissioning of Solar Power Plant IWT Terminal building at Gaighat, Patna – 800007 (Bihar).

Dear Sir,

1. I/ We have downloaded /obtained the Tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: www.iwai.nic.in OR <https://eprocure.gov.in/eprocure/appas> per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire Terms and Conditions of the Tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms/conditions/clauses contained therein.
3. The corrigendum(s)(if any) issued from time to time by your department/organization for this work too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the Tender conditions of above mentioned Tender document(s)/ corrigendum(s) (if any) in its totality / entirety.
5. In case any provisions of this Tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this Tender/Bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully

(Signature of the Bidder, with Official Seal)

Annex - IV

BANK CERTIFICATION

It is certified that above mentioned beneficiary holds a Bank Account No. with our branch and the bank particulars mentioned above are correct.

Signatory

Date:

No. _____

Name: _____

Official Seal/Stamp

Authorized

Authorization



INLAND WATERWAYS AUTHORITY OF INDIA

(Ministry of Shipping, Government of India)

Gaighat, Gulzarbagh,

Patna - 7

TENDER NO. : IWAI/PTN/17(1)/OB/2018-19

Supply, installation, testing and commissioning of Solar Power Plant IWT Terminal building at Gaighat, Patna – 800007 (Bihar).

PART – II
PRICE BID

Bill of Quantities

Name of work: Supply, installation, testing and commissioning of Solar Power Plant IWT Terminal at Gaighat, Patna – 800007 (Bihar).

Sl. No.	Description of items	Qty.	Unit	Rate	Amount
1.	<p>Supply, installation, testing and commissioning of off-grid roof top Solar Power Plant of 20 KW capacity made with photovoltaic (PV) array, module mounting structure and the power conditioning unit (PCU) / Invertor (150 Ah 12 V), Exide Battery (20 Nos.). The package includes cost of required cables, structures made of anodized aluminum / galvanized steel, invertor of required capacity, suitable electrical monitoring & metering system, required civil & mechanical work and other all required equipment's which are necessary for the Solar Power System. The work involves all the cost of material & labour for receiving, unloading, handling, hoisting, double handling, storing, transporting to the exact location, installing, testing & commissioning and removing of malba/ debris/ rubbish from site.</p> <p>(The PV modules used are grouped / optimized as as strings with module-to module cable connections. These modules are held fixed on structures made of anodized aluminum /galvanized steel. The modules are inclined at optimum horizontal tilt angle facing true south depending on the site location.</p>	1	Job		

	<p>The DC power output from the array is fed to the inverter. The power inverter unit converts DC energy produced by the solar array to AC energy. The AC power output of the CPU will be consumed by building load through with suitable electrical monitoring and metering system. Therefore AC output from all string inverters is combined to ACDB panel and connected to the LT panel of building for uses).</p> <p>The above description is only indicative, however all necessary equipment / software/ hardware and other any material if required for installation, commissioning and testing of the rooftop solar power plant and its synchronizing with the existing electrical panel has to be completed in all respects by the contractor and nothing shall be paid extra in this regard.</p>				
	Total				
	GST				
	G. Total				

Amount in word: (Rupees-----
-----)