

DAV University, Sarmastpur, Jalandhar

**Name of Work: Rooftop Solar Photovoltaic System for DAV
University.**

BID DOCUMENT

Registrar,
D.A.V. University,
Jalandhar-Pathankot National Highway (NH-44),
Sarmastpur, Jalandhar -144 012, Punjab, India.

SECTION I: IMPORTANT INSTRUCTIONS TO BIDDERS

The Registrar, **DAV University** invites sealed item rate tender in two envelop system from specialized agencies / Venders in Solar System for the following work:

Name of work: Rooftop Solar Photovoltaic System for DAV University, Sarmastpur, Jalandhar

Table: - 1

	Event	Date & Time
I	Earnest Money	EMD of Rs. 2.50 Lacs, to be deposited in the form of Demand Draft, favoring Registrar, DAV University, payable at Jalandhar
II	Cost of Tender Documents	Rs. 5000/- to be deposited in a separate DD/Bankers' Cheque along with EMD. The tender document is available at institute's web site www.davuniversity.org
III	Period of completion	2 Months
IV	Financial Bid Opening	To be intimated later

Table 2:- Time Schedule

I	Date of publication	16/11/2017
II	Downloading of tender document	Start date:- 16/11/2017 End date:-30/11/2017
III	Physical submission of EMD and other necessary pre-qualification documents.	Start date: -- 16/11/2017 End date: -- 30/11/2017
IV	Opening of Technical Bid and meeting for scrutiny of technical bid and declaring eligible bidders.	Date: -- 01/12/2017 at 3:00 PM
V	Opening of Financial Bid of only eligible technically qualified bidder determined by Committee.	To be informed after checking eligibility of Bidders
VI	Place of opening of bids	Admin Block, D.A.V. University, Jalandhar-Pathankot National Highway (NH-44) Sarmastpur, Jalandhar -144 012, Punjab, India
VII	Address for communication	Registrar, D.A.V. University, Jalandhar-Pathankot National Highway (NH-44) Sarmastpur, Jalandhar -144 012, Punjab, India

Important Notes:

I.	Bidders shall have to submit their bids with necessary documents
II.	All terms and conditions, instructions to bidder regarding tendering process etc. may kindly be seen from the Detailed Notice Inviting Tender (DNIT) available on the website of DAV University i.e. www.davuniversity.org .
III.	The bidder has to submit all the documents in physical form such as EMD, Eligibility documents and other desired documents on the date fixed for the same as above. The failure will entail summarily rejection of its tender.
IV.	The undersigned reserves the rights to reject or accept any or all tenders without assigning any reasons.

Registrar,
D.A.V. University,
Jalandhar-Pathankot National Highway (NH-44)
Sarmastpur, Jalandhar -144 012, Punjab, India

CHECKLIST FOR TENDER DOCUMENT

S.No	Checklist	Tick (Yes/No)
1.	Whether name of the firm/organization & address and telephone/mobile number/fax number/website on letter pad of the company/firm have been mentioned	Yes/No
2.	Whether EMD, Cost of Tender Document as mentioned in Table-1 of Section I,II in the shape of Demand draft/ Banker Cheque in favor of Registrar, DAV University, payable at Jalandhar has been attached? If yes, DD/B.C No. _____ dated _____ and _____ name of the Bank DD/B.C No. _____ dated _____ and _____ name of the Bank	Yes/No
3.	Whether Income tax return (Self attested) of the last three assessment years attached?	Yes/No
4.	Whether Document showing experience of providing similar items in reputed institutes/Departments/College/ research labs etc. in INDIA in last three years and providing satisfactory performance certificate from such institutes/Departments/College/ research labs etc. is attached.	Yes/No
5.	Whether Document showing current details of similar work being rendered which will be available for inspection by our officials	Yes/No
6.	Do you agree to provide 90 days validity of tender.	Yes/No
7.	Whether attested photocopy of PAN/GST Registration is attached?	Yes/No
8.	Whether name, address, contact number, designation/capacity of person signing tender document is attached?	Yes/No
9.	Do you comply the specification and details given in SECTION V	Yes/No
10.	Whether attested photocopy of Registration Certificate attached?	Yes/No
11.	Whether Affidavit of not being Black Listed has been attached	Yes/No
13.	Do you agree to provide delivery / installation period less than 2 Months.	Yes/No
14.	Do you agree that no advance payment will be made by the DAV University.	Yes/No
15.	Do you agree to provide the items F.O.R. at site, DAV University, Sarmastpur, Jalandhar?	Yes/No

Place: _____ Signature of Tenderer _____

Dated: _____ Full Name of the Tenderer _____

Address: _____

DAV UNIVERSITY, SARMASTPUR, JALANDHAR
TERMS AND CONDITIONS OF CONTRACT

PART A:

1. Specialized agencies that fulfill the following requirements shall be eligible to apply.
 - a) Should have satisfactorily completed a work costing not less than Rs. 25.00 lacs. Or 2 works each costing not less than Rs. 15.00 lacs or Experience of only Main firms shall be considered with valid documents in last three years.
 - b) In case of works executed in Private Sector, completion certificate should be accompanied with TDS certificates.
2. Membership with International/ National Accreditation/ standardization agency/ institution such as **MNRE/NISE** or equivalent will be preferably criterion.
3. The intending bidder must read the terms and conditions of Bid document carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required and capable of completing the work **in 2 Months** after the award of tender.
4. The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website www.davuniversity.org.
5. Earnest Money can be paid in the form of Demand Draft or Pay order drawn in favour of **Registrar, DAV University, Jalandhar**
6. The technical bid shall be opened as per date and time mentioned herein.
7. The financial bid shall be opened of those bidders, fulfil the qualification criteria mentioned in tender document as found eligible.
8. The Registrar, DAV University reserves the right, if required, to reduce the scope of work, thereby carry out the reduction or alteration, whole or part, before or during the execution period of work and further to get the work done by some other contractor or through any other means of execution, as per the requirement and suitability.
9. The Registrar, DAV University, reserves the right to reject or cancel the Bid without assigning any reason thereof.

PART B:

1. The following documents are required to be submitted along with technical bid by the bidders after carefully studying the bid documents & without which the bid shall be rejected.
 - (i) Tender document with bidder's signature and stamp on all pages.
 - (ii) General Conditions of Contract and Technical Specifications.
 - (iii) Copy of satisfactory installation certificate or any definite proof from appropriate authority, which shall be satisfaction of the competent authority, of having satisfactorily completed works as specified at point No.1 of Part-A (Section-I) of this document.
 - (iv) Authorization letter from the Principal Suppliers/ Manufacturers as per attached sample "Authorization Form" (See Annexure 1) should be enclosed in the bid document with respect to all the major items.
 - (v) **An affidavit as under :**

“I/We undertake and confirm that similar work(s) has/ have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of DAV UNIVERSITY then I/we shall be debarred for bidding in DAV UNIVERSITY in future forever. Also, if such a violation comes to the notice of DAV UNIVERSITY before date of start of work, the Registrar, DAV University shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.”
 - (vi) EMD and cost of tender documents in the form of two separate Demand Drafts or Pay orders or Banker's Cheques drawn in favor of Registrar, DAV UNIVERSITY, Jalandhar, is enclosed in a separate envelop with Technical Bid.
 - (vii) Copy of GST Registration Certificate, PAN NO.
 - (viii) Audited Annual Report of Last 3 Years (Average annual turnover of the firm for last three financial years i.e. 2014-15 to 2016-17 should be more than Rs.1.0 crore (attach Audited Annual Accounts having balance Sheet and P&L Account).
 - (ix) Bidder firm must be profit making for last three financial years. (Attach Audited Annual Accounts) in similar business.
 - (x) Affidavit showing not being Black Listed for providing similar items in reputed institutes/ Departments/ College/ Research labs, etc. in India in last three years and providing satisfactory performance certificate from such institutes/ Departments/ College/ Research Labs, etc is attached.
2. The following documents are required to be submitted along with financial bid by the bidders without which the bid shall be rejected.

- (i) Bid form duly signed with date and stamped by the authorized person as per sample "Bid Form" (See Annexure 2).
 - (ii) Price Schedule duly filled in words as well as in figures clearly without any cutting or tempering and signature & sealed by authorized person in accordance with Section - V. Use of correction fluid on any document is strictly prohibited.
3. Conditional tenders shall be rejected.
4. **Failure to produce any documents shall make tender liable for rejection.**
5. Contractor must ensure to quote rate of each item clearly. If the column / space specified to quote the rate is found blank and no rate is quoted by the bidder, the rate of such item shall be treated as "0" (Zero)

PART C: Important Conditions of Contract:

1. The time allowed for completion of work is 2 months. **Time is the essence of this work.**
2. Bids with any deviation in Warranty requirements as given in point no. 5 of Section IV, conditions of contract shall be rejected.
3. Bids with any deviation in Payment Terms as mentioned in point no.6 of Section IV, conditions of contract shall be rejected.
4. Bids submitted later than the deadline shall be rejected.
5. Contractor whose bid is accepted will be required to furnish performance guarantee of 10% (Ten Percent) of the bid amount within the period specified in point no.4 of section IV. This guarantee shall be in the form of Bank Guarantee of any Scheduled Bank in favour of The Registrar, DAV University, payable at Jalandhar in accordance with the prescribed form. In case the firm fails to deposit the said performance guarantee within the period as indicated in point no.4 of section IV, including the extended period if any, the Earnest Money deposited by the firm shall be forfeited automatically without any notice to the firm.
6. Intending Bidders are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their bids. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a bid by a bidder implies that he has read this notice and all other contract documents

and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.

7. The Registrar, DAV UNIVERSITY, Jalandhar does not bind himself to accept the lowest or any other bid and reserves to himself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
8. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
9. The Registrar, DAV UNIVERSITY, Jalandhar reserves the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
10. The bid for the works shall remain open for acceptance for a period of Ninety (90) days from the date of opening of eligibility bid. If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable, then the Registrar, DAV UNIVERSITY shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.
 - a) This notice inviting Tender shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.

Registrar,
D.A.V. University,
Jalandhar-Pathankot National Highway (NH-44)
Sarmastpur, Jalandhar -144 012, Punjab, India

SECTION II: INVITATION FOR TENDER

The Registrar, DAV UNIVERSITY, Jalandhar invites tenders in two bidding system from the reputed manufactures / suppliers for “**Supply and Installation of Rooftop Solar Photovoltaic System for DAV University**”.

1. A complete set of bidding documents may be obtained by any interested bidder from the website www.davuniversity.org

Interested bidders may obtain further information from the office of:

Registrar,
D.A.V. University,
Jalandhar-Pathankot National Highway (NH-44)
Sarmastpur, Jalandhar -144 012, Punjab, India

2. The bid must be accompanied by EMD of Rs. 2.50 Lacs.
3. Bid documents shall be submitted by Hand or through Speed Post in sealed envelopes.
4. Registrar, DAV UNIVERSITY reserves the right of acceptance or rejection of any or all of tenders wholly or partially without giving any reason whatsoever.
5. On bid opening day, bid shall be opened in the presence of bidders, bidder's representative or absence of both.

SECTION III: INSTRUCTIONS TO BIDDERS

1.0 Cost of bidding:

The bidder shall bear all cost associated with the preparation and submission of its bid, and Registrar, DAV UNIVERSITY will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.0 Bidding Documents:

2.1 The goods required, bidding procedures and conditions of contract are prescribed in the bidding documents.

2.2 The bidder is required to examine all instructions, commercial terms and conditions, forms, technical specifications, schedule of requirements etc as included in the bidding documents. Failure to furnish all information required by the bidding documents or submission of an incomplete and or partially quoted bid will remain at the bidder's risk and may result in the rejection of its bid.

3.0 Clarification of bidding documents & Pre Bid Meeting:

A prospective bidder requiring any clarification of the bidding documents may discuss the same before last date.

Site visit can be done with prior intimation

4.0 Amendment of bidding document:

4.1 Registrar, DAV UNIVERSITY may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may issue clarification and corrections.

4.2 Such clarifications and corrections will be notified on website. Inclusion of such clarification and corrections will be binding on bidders.

5.0 Bid Price & Bid Currency:

The bidder shall indicate unit prices and total bid prices of the goods it proposes to supply & install under the contract as per the format specified in Section -V. All the clearance needs to be done by Bidder. All Freight and Insurance up to DAV UNIVERSITY, Jalandhar must be included in the quoted price. The quoted rates shall be absolute and inclusive of all freight, octroi, taxes, Levies, CESS, etc. and nothing shall be acceptable to any variation.

6.0 EMD:

6.1 Pursuant to Clause the bidders shall furnish as part of its bid an EMD of Rs. 2.50 Lacs, The bid security shall be issued by a scheduled bank in India. The EMD can only

be deposited in the shape of Demand Draft or Pay order or Banker`s Cheque drawn in favour of Registrar, DAV UNIVERSITY, Jalandhar.

6.2 EMD shall remain valid up to 90 days from the date of opening of the Tender.

6.3 Any bid not secured in accordance with clauses 7.1 and 7.2 shall be rejected.

6.4 The EMD is required to protect DAV UNIVERSITY against the risk of bidder's non-performance.

6.5 The EMD of all the bidders shall be discharged upon signing of the contract and furnishing the performance security by the successful bidder, pursuant to Annexure 4.

6.6 **The EMD shall be forfeited:**

(a) If a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form: or

(b) In the case of a successful bidder, if the bidder fails to sign the contract within seven days from the date of acknowledgement of intent and furnish the performance security in accordance with clause 4.0 of section IV.

7.0 **Period of Validity of bids:**

7.1 **Bids shall remain valid up to 90 days from the opening of tender.** Bids, not valid until the date mentioned above, **shall be rejected.**

7.2 In exceptional circumstances, DAV UNIVERSITY may solicit the bidder's consent to an extension of the period of validity. The request and the responses shall be made in written. The EMD provided under clause 7 shall also be suitably extended. A bidder granting the request will not be required nor permitted to modify its bid.

8.0 **Format, Sealing, Marking and signing of bid:**

8.1 The bidders are required to submit the bids in following manner. The technical bid, as "**TECHNICAL BID**", the financial bid as "**FINANCIAL BID**". The EMD and cost of tender document shall also be placed in another separate envelop written with name of work and marked as "**EMD**". All sealed envelopes must be placed in one another sealed single envelope written with name of work, date of opening of bid and marked with "**TENDER FOR ROOFTOP SOLAR PHOTOVOLTIC SYSTEM FOR DAV UNIVERSITY**".

8.2 The original of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

8.3 The envelope shall be:

(a) Addressed to Registrar, DAV UNIVERSITY at the following address:

Registrar,
D.A.V. University,
Jalandhar-Pathankot National Highway (NH-44)
Sarmastpur, Jalandhar -144 012, Punjab, India

(b) **Bearing**

“TENDER FOR ROOFTOP SOLAR PHOTOVOLTIC SYSTEM FOR DAV UNIVERSITY”.

(c) Indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “Late” or “rejected”.

8.4 If any envelope is not sealed and marked as required by clause 9.1, the DAV UNIVERSITY will assume no responsibility for the bid’s misplacement or premature opening.

9.0 Deadline for submission of bids:

9.1 Bids must be received by DAV UNIVERSITY at the address specified under clause 9

However, if the last date of submission is declared to be public holiday/holidays, the submission date will be postponed for the next working day at the same time.

DAV UNIVERSITY may, at its discretion, extend this deadline for the submission of bids by - The bidding documents in accordance with clause 4 of Section III.

10.0 Late Bids:

Any bid received by DAV UNIVERSITY after the date and time of submission of bids pursuant to Clause 10, shall automatically be rejected.

11.0 Opening of bids by DAV UNIVERSITY:

- 11.1** Committee will open the technical bids in the presence of bidders or their representatives who choose to attend as per time schedule (Table-2) in DAV UNIVERSITY, Jalandhar.
- 11.2** An evaluation of technical bid shall be carried out by the committee on the requirements laid down in bid documents. Bidder's qualifying technical criteria shall be asked to submit the sample of their product as per the schedule specified.
- 11.3** Sample evaluation committee will check the sample so submitted.
- 11.4** The bidders whose sample will be approved by sample evaluation committee and also **fulfil the qualification criteria mentioned in the tender document shall be found technically qualified.**
- 11.5** The financial bid of only those bidders will be opened whose technical bid and sample will be approved by the committee
- 11.6** The bidder's name, bid prices, modifications, bid withdrawals and the presence or absence of the requisite EMD and such other details as DAV UNIVERSITY at its discretion, may consider appropriate will be announced at the opening.

12.0 Project Completion:

Fabrication, delivery, installation and handing over of all items of all the goods shall be made by the contractor to DAV UNIVERSITY at Sarmastpur, Jalandhar within 2 Months from the stipulated date of start.

13.0 Warranty:

Bid with any deviation in warranty period as mentioned in Section IV, Clause 5.0 Conditions of Contract shall be rejected.

14.0 Payment:

Bid with any deviation in payment term as mentioned in Section IV, Clause 6.0 Conditions of Contract shall be rejected.

15.0 Authorization Letters

Non-submission of authorization letters to cover warranty period from the manufacturers/suppliers shall result in rejection of bid.

16.0 Bid Evaluation and Award Criteria:

- 16.1** DAV UNIVERSITY 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.
- 16.2** 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 amount in words will prevail. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its EMD shall be forfeited.
- 16.3** DAV UNIVERSITY may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 16.4** Prior to the detailed evaluation, DAV UNIVERSITY will determine the substantial responsiveness of each bid to the bidding documents. For the purpose of these clauses a substantially responsive bid is the one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning bid security, applicable law and taxes and duties, will be deemed to be a material deviation. DAV UNIVERSITY determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. Bid evaluation will be done in three stages technical evaluation followed by sample approval and financial evaluation.
- 16.5** If a bid is not substantially responsive, it will be rejected by DAV UNIVERSITY and may not subsequently be made responsive by the bidder by correction of the nonconformity.

17 **Project completion:**

In case if the bidder fails to complete the project within stipulated period of **2 Months**, penalty will be imposed as deemed fit by DAV University.

Subject to Clause 17, DAV UNIVERSITY 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, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

18.0 **DAV UNIVERSITY Reserve the right to accept or reject any or all bids:**

Notwithstanding Clause 17, DAV UNIVERSITY reserves the right to accept or reject any bid, and to null the bidding process and reject all bids, at any time prior

to award of contract, without there by incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder or bidders of the grounds for DAV UNIVERSITY action.

19.0 Signing of Contract:

Within fifteen (15) days of receipt of the notification of award from DAV UNIVERSITY, the successful bidder shall furnish a performance Security in the form of Bank Guarantee for 10% of contract price.

The successful bidder then shall sign the contract and return it to DAV UNIVERSITY.

SECTION IV: CONDITIONS OF CONTRACT (COC)

Clause No. Particulars of DAV UNIVERSITY Requirements

1.0 Definitions

In this contract the following terms shall be interpreted as indicated.

- A. **"The Contract"** means the agreement entered into between DAV UNIVERSITY and contractor, as recorded in the Contract Form signed by the parties, including all amendments and appendices thereto and all documents incorporated by reference therein.
- B. **"The Contract Price"** means the price payable to the supplier under the contract.
- C. **"The Goods"** means all of the equipment and services, which the contractor is required to supply to the DAV UNIVERSITY under the contract.
- D. **"The Contractor"** means the individual or firm supplying the goods/carrying out the job under this contract.

2.0 Country of Origin

All goods supplied under the contract shall have their country of origin mentioned.

3.0 Standards

The goods supplied under this contract shall conform to the standards mentioned in the Technical Specifications.

4.0 Performance Security

- 4.1 The successful bidder shall submit a bank guarantee equivalent to 10% of the contract price as performance security at the time of signing of contract as per Annexure 4 enclosed in the bid document. The currency of the bank guarantee shall be in currency of contract. **The validity of the bank guarantee shall cover the warranty period plus two more months or 365 days whichever is maximum period as mentioned in the warranty clause.** The performance security shall be issued by a scheduled bank located in India payable at Jalandhar.
- 4.2 The proceeds of the performance security shall be payable to the DAV UNIVERSITY as compensation for any loss resulting from the contractor's failure to complete its obligations under the contract.

- 4.3 The performance security will be discharged by DAV UNIVERSITY not later than sixty (60) days following the date of completion of the contractor's performance obligations including warranty obligations, under the contract.

5.0 Warranty:

- 5.1. Full warranty shall be provided on the goods supplied and installed. The warranty to attend defects and to carry out maintenance or repairing operations to make the equipment good at site shall remain valid for the period of **5 (Years)** from the date of satisfactory completion of work.
- 5.2. DAV UNIVERSITY shall promptly notify the contractor in writing of any claims arising under this warranty. Upon receipt of such notice, the contractor shall arrange, with all reasonable speed, repair or replace the defective goods or parts to DAV UNIVERSITY. Transition costs if any, shall be borne by the contractor.
- 5.3 In the event of noncompliance to attend the repair / maintenance call from DAV UNIVERSITY within three working days of receipt of written intimation, a penalty of Rs. 5000.00 per day of delay shall be imposed and chargeable from the performance security.

6.0 Payment

- 6.1 Payment for the goods may be made upon satisfactory report of IES/EO in the following manner:

- i. 50 percent of the contract price after receipt of material in good condition.**
- ii. 30 percent on contract price on 90% installation**
- iii. 20 percent after installation of material complete in all respects.**

- 6.2 Mode of Payment: Bills complete in all respect, verified and recommended by subcommittee for payment, received in Accounts Branch upto 10th of the month will be cleared by 21st of the month & bills received upto 25th will be cleared by 7th of next month

7.0 Assignment:

The supplier shall not assign, in whole or in part, its obligations to another party to perform under this contract, except with DAV UNIVERSITY prior written consent.

8.0 Applicable Law:

The contract shall be interpreted in accordance with prevailing laws of Government of India/ Govt. of Chandigarh.

9.0 Taxes and Duties:

A contractor shall be entirely responsible for all taxes, stamp duties, license fees and other such levies imposed.

10.0 Liquidated damages:

10.1 If the contractor fails to complete the work as per time schedule specified in the contract, penalty will be imposed as deemed fit by DAV University.

11 Force Majeure:

11.1 The contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

11.2 For purposes of this clause, "*Force Majeure*" means an event beyond the control of the supplier and not involving the supplier's fault or negligence. Such events may include, but are not restricted to, acts to DAV UNIVERSITY either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

11.3 If a Force Majeure situation arises, the supplier shall promptly notify DAV UNIVERSITY in writing of such condition and the cause thereof. Unless otherwise directed by DAV UNIVERSITY in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12 Any damage done by the contractor to any existing work during the course of execution of the work shall be made good by him at his own cost.

13 The contractor shall submit a detailed program of work within 5 days of the date of issue of letter of intent. Detailed program should include all the mile stones, cash flow, material procurement, manpower deployment. Program must show clearly the critical path to complete the project in time.

The committee can modify the program and the contractor shall have to work accordingly. During review of work progress, committee can ask to modify the program. Contractor shall resubmit the modified program in 2 days.

- 14** The quantities of each item shall not be exceeded beyond the agreement quantities without prior permission of competent authority.
- 15** Statutory deductions on account of GST, income tax, CESS and surcharge as applicable shall be made from the gross amount of the bill.
- 16** No payment shall be made to the contractor for any damage caused by rain, snow fall, floods or any other natural causes whatsoever during the execution of work. The damage caused to work shall have to be made good by the contractor at his own cost and no claim on this account shall be entertained.
- 17** Other agencies may also simultaneously be executing the work of painting, wood work, electrification, Horticulture or external services and other building works for the same building along with this work. The contractor shall afford necessary facilities for the same and no claim in the matter shall be entertained. The contractor shall especially co-ordinate with the other agency carrying out his work
- 18** The contractor shall take all precautions to avoid accidents by exhibiting necessary caution boards. He shall be responsible for all damages and accidents caused due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work by storing materials on the road.
- 19** Any reference made to any Indian Standard Specifications in these documents, shall imply to the latest version of that standard, including such revisions / amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.
- 20** The contractor will be responsible of the compliance of PF, ESI & other statutory schemes of State/Central Government.

Section V:

1. SPECIFICATIONS **ROOFTOP SOLAR PHOTOVOLTAIC SYSTEM FOR DAV UNIVERSITY.**

As per MNRE guidelines following technical specifications are suitable for DAV University:

- (1) Grid Connected Rooftop Solar system of capacity 100 kWp/100 KVA PCU.
- (2) PV panels Geystalline Silicon Terrestrial PV Module or any other approved by MNRE having performance warranty <10% degradation in power output for first 10 years and <20% for 25 years preferably BEL/Chloride/KOTAK/TATA/BHEL/KELTRON/Adani adopted.
- (3) Protection: Must comprise of adequate lightning protection and surge protection etc.
- (4) Earthing: Double; not less than 10 mm copper and 16 mm copper for lightning arrestor. Earthing resistance shall not be more than 50c
- (5) Utility interconnected inverter: 415 V, + 1%; three phase, 50 Hz+ 0.1. % with minimum efficiency of 95% above. Complete auto wake-up, synchronization and shut down etc. Built in meter and date logger. Preferably of make ABB/Delta/European.
- (6) Cables: Solar grade, multistrand annealed copper, PVC/XLPE, armoured for underground, 1100V working voltage preferably of Havell/polycab/KEI make.
- (7) Connectors/ junction boxes/distribution panels: Solar grade as per MNRE guidelines.
- (8) Structure: Hot dip galvanized steel of thickness minimum 70 micron or aluminum alloy. Stainless steel nuts, bolts, fasteners, mounting clamps.

Civil work as per MNRE guidelines.

Warranty of free replacement of 10 years.
- (9) Meters: Energy meter; smart with CT/PT Accuracy 0.5
- (10) Fire Extinguisher: Electrical Fire quenching, in PCU housing and roof top.
- (11) Danger board, Caution board, Display Board, name plates as per prevailing practice and standards.
- (12) Software shall be provided by the vendor for USB downloads and analysis of DC & AC: parametric data.

(13) Drawings & Manuals Copies of all relevant literature for installation and operation guidelines will be provided by the vendor.

There are two models to be discussed for implementation of this system.

In both the models Designing/Product/Supply/Erection/ Testing and commissioning etc. is to be done by the Vendor himself on turn-key basis.

The following are the two models:-

I. Capital Cost of the Solar System after adjusting the subsidy to be borne by DAV University. The operations and maintenance (O&M) to be done by the Vendor for a minimum of five years free of cost.

II. Zero Capital Cost to the DAV University. The entire investment to be done by the Vendor who will provide electricity at a discount of 30% minimum vis-à-vis the PSPCL charges. Once the charges are equated (after including the interest in investment of Vendor) the entire system becomes the entire property of the University.

AUTHORISATION FORM

Annexure 1

To: [Name of Purchaser]

WHEREAS [name of the Manufacturer] who are established and reputable manufacturers of [name and or description of the Goods] having factories at [address of factory]

Do hereby authorize [name and address of Agents] to submit a bid, and subsequently negotiate and sign the Contract with you against Tender No. [Reference of the Invitation to bid] for the above goods manufactured by us.

We hereby extend our full guarantee and warranty for the Goods offered for supply by the above firm against this Invitation for bids.

[Signature for and on behalf of Manufacturer]

Note: The letter of authority shall be on the letterhead of the manufacturing concern.

BID FORM

Annexure 2

Tender No: for “TENDER FOR ROOFTOP SOLAR PHOTOVOLTIC SYSTEM FOR DAV UNIVERSITY”.

To:

Registrar,
D.A.V. University,
Jalandhar-Pathankot National Highway (NH-44),
Sarmastpur, Jalandhar -144 012, Punjab, India.

Gentlemen and/or Ladies:

Having examined the bidding documents including addenda's if any, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for **“TENDER FOR ROOFTOP SOLAR PHOTOVOLTIC SYSTEM FOR DAV UNIVERSITY ”** In conformity with the said bidding documents for the sum of (total bid amount in figure:

_____ In Words: (_____)

Or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to complete delivery of all the items specified in the Contract **within (_____)** days **calculated from the date of receipt of order placement**

If our bid is accepted we will furnish the guarantee of a Scheduled bank in a sum equivalent to **Ten (10)% of the contract price towards the due performance of the contract.**

Our bid is **valid up to _____, 2017** and it shall remain binding upon us and may be accepted at any time before the expiration of this validity.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated: this _____ day of 2017

Signature_____

Name:

Duly authorized to sign

Bid for and on behalf of

(In the Capacity of), Seal:

Note: This bid form should be duly filled, signed and dated and sealed. Bid form not duly filled will not be considered for evaluation.

Whereas [name of the bidder] (hereinafter called "the bidder") has submitted its bid dated [date of submission of list] **“TENDER FOR ROOFTOP SOLAR PHOTOVOLTIC SYSTEM FOR DAV UNIVERSITY.”**(Hereinafter called "the bid").

Know all people by these presents that We [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called "the bank"), are bound unto **DAV UNIVERSITY, (hereinafter called "the purchaser")** in the sum of for which payment well and truly to be made to the said purchaser, the bank binds itself, its successors, and assigns by these presents .Sealed with the common seal of the said bank this _____ day of _____ 2017.

THE CONDITIONS of this obligation are:

1. If the bidder withdraws its bid during the period of bid validity specified by bidder on the bid Form;

OR

2. If the bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
 - (a) Fails or refuses to execute the Contract Form, if required; or
 - (b) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to bidder:

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to its owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to _____, 2017, and any demand in respect thereof should reach the bank not later than the above date.

[Signature of the Bank]

Note: This Bid security shall be issued by a reputed commercial Bank in India. The bid security issued by a finance company shall not be acceptable.

PERFORMANCE SECURITY FORM

To: **DAV UNIVERSITY**

WHEREAS [Name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [reference] number of the Contract] dated _____2017 _____

to for "**TENDER FOR ROOFTOP SOLAR PHOTOVOLTIC SYSTEM FOR DAV UNIVERSITY** " hereinafter called " the Contract").

And whereas it has been stipulated by you in the said Contract that the supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the supplier's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

Therefore We hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the Guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____2017.

Signature and seal of the Guarantors

[Date]

[Address]

Note: This Performance security shall be issued by the reputed commercial bank located in India. The Performance security issued by finance company shall not be acceptable.