

Karnataka Renewable Energy Development Limited

(A Government of Karnataka Undertaking)
Karnataka State, India.



TENDER FOR DESIGN, SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND 5 YEARS COMPREHENSIVE MAINTENANCE OF 1325 NOS. OF AC SOLAR WATER PUMPING SYSTEMS OF 3, 5, 7.5 & 10 HP CAPACITY WITH A REMOTE MONITORING FACILITY AT THE PROJECT SITES OF FARMERS IN DISTRICTS OF KARNATAKA UNDER COMPONENT-B OF PM-KUSUM SCHEME

Tender Reference No.

KREDL/07/SOG/F-102/KUSUM-B/2022-23 dated 20.01.2023

<https://www.eproc.karnataka.gov.in>

TENDER DOCUMENT

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SECTION-I

BID INVITATION

Karnataka Renewable Energy Development Limited, A Government of Karnataka Undertaking, Karnataka State, India, hereby invites tender through e-procurement for design, supply, installation, testing commissioning and 5 years comprehensive maintenance of AC off grid solar irrigation pump set of 3, 5, 7.5 & 10HP capacity to the farmers under “PM-KUSUM, Component-B Scheme”.

1. Introduction

Karnataka Renewable Energy Development Limited invites tender for Design, Supply, installation, commissioning and maintenance for 5 years, of total of 1325 Nos. AC Solar water Pumping Systems. Bidders shall be invited to implement for:

- Package-1: 3 HP Surface pumpset - 62 Nos., Estimated Cost: Rs. 1,10,70,224/-
- Package-2: 5 HP Deepwell submersible (Water filled) pumpset - 508 Nos., Estimated Cost: Rs. 12,83,39,088/-
- Package-3: 7.5 HP Deepwell submersible (Water filled) pumpset - 681 Nos., Estimated Cost: Rs. 24,80,69,913/-
- Package-4: 10 HP Deepwell submersible (Water filled) pumpset - 74 Nos., Estimated Cost: Rs. 3,46,95,344/-

2. Brief Description of the Bidding Process

- a. **KREDL invites bidders** 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.
- b. The Bidders should submit the bids in two parts. First part shall comprise of the technical bid and the second part shall comprise of the financial bid in accordance with this TENDER DOCUMENT. The Bid shall be valid as per clause 12 Section II of this TENDER DOCUMENT.
- c. Bidder is required to deposit a bid security as Earnest Money Deposit (EMD) along with its Bid in accordance with the TENDER DOCUMENT.
- d. KREDL will open the technical bid of the Bidder, on e-Procurement platform. The financial bids (Second part) of only technically qualified bidders will be opened.
- e. The Bidders Names, Bid prices and the presence or absence of the requisite and such other details as KREDL, at its discretion, may

consider appropriate will be announced at the time of opening. No Bid shall be rejected at the time of bid opening.

3. Key Information and Timelines

1	Tender Reference No.	KREDL/07/SOG/F-102/KUSUM-B/2022-23 dated 20.01.2023
2	Last date and Time for receipt of Queries [Queries to be sent by e-mail to kredlsolaroffgrid@gmail.com]	25/01/2023, 17:00 Hrs
3	Date & Time of Pre Bid Meeting	24/01/2023, 11:00 Hrs
4	Last date & Time for submission of Bids	31/01/2023, 16:00 Hrs
5	Date & Time of opening of Technical Bid	02/02/2023, 15:00 Hrs
6	Date & Time of opening of Financial Bid	Will be intimated later to the Technically Qualified Bidders
7	Original Bank Guarantee (BG) for EMD (BG validity for 180 days)	For Package- 1: Rs. 2,00,000/- For Package- 2: Rs. 15,00,000/- For Package- 3: Rs. 24,80,750/- For Package- 4: Rs. 5,20,500/- (Original BG towards EMD & Original Power of Attorney to be submitted to KREDL Before opening of Techno commercial bids)

8	Contract Performance Guarantee (CPG)	<p>The bidder has to submit 3% of the contract value as Security Deposit (Contract performance guarantee) in the form of Bank Guarantee within one week from the date of receipt of LOI. The BG should be valid for a period of one year with additional claim period of one month from the date of signing agreement and shall be extendable upto the period of total commissioning of pumps and completion of comprehensive maintenance period.</p> <p>The BG has to be renewed before the expiry date for a further period of one year and if not renewed prior to expiry, it will be forfeited. The CPG will be returned after 5 years comprehensive maintenance period.</p>
9	Address for communication and Venue for Pre bid Meeting and Tender opening	Karnataka Renewable Energy Development Limited, #6/13/1, 10th block, 2nd stage, Nagarabhavi, Bengaluru – 560072.
10	Tender processing fee	Refer e-procurement portal

Eligible bidders can upload the Tenders through e-Procurement portal of GoK: <https://www.eproc.karnataka.gov.in>

SECTION-II
INFORMATION AND INSTRUCTION TO BIDDERS

Karnataka Renewable Energy Development Limited, A Government of Karnataka Enterprise, Karnataka State, India, hereby invites tender through e-procurement for Design, Supply, Installation, Testing, Commissioning and Maintenance for Five Years of AC Solar Water Pumping Systems of 3, 5, 7.5 & 10 HP capacity to farmers in districts of Karnataka. Pursuant there to, Technical and Financial Bids are hereby invited from eligible bidders as per the particulars given below.

1. Scope of Contract

The Scope of contract is as below:

- a. Design, Supply, Installation, Testing, Commissioning and Maintenance for Five Years of Solar water pumping systems at the farmers land in districts of Karnataka.
- b. Free replacement of defective components of Solar water Pumping Systems within warranty period of 5 years through supplier.
- c. Detailed planning for smooth execution of project.
- d. Selected Bidder(s) shall be bound by operation and management arrangements and such other rules, regulations and modalities, as established by KREDL for effective implementation of the project.
- e. Take Risk liability of all personnel associated with implementation and realization of the project.
- f. The selected bidder(s) shall maintain sufficient inventory of the solar water pumping system for immediate replacements of malfunctioning solar water pumping system under warranty. The bidder should give toll free number for replacement of malfunctioning solar water pumping system/components.
- g. **Feasibility Study:** The Agency is entirely responsible for the feasibility study. The study has to be performed by using technical methods.
- h. Solar Water Pumping Systems (SWP) shall have online Remote Monitoring Mechanism (RMM) and the contractor shall make provision for monitoring the performance of SWP.

RMS provided by the bidders should connect to State Level Solar Energy Data Management platform, which will have interface with National Level Solar Energy Data Management platforms of MNRE. Communication Architecture should be as per attached Annexure-1.

- i. KREDL to provide the list of farmer locations to the Contractor in batches as and when received from ESCOMs.
The Firm shall ensure that Commissioning of solar water pumping system is completed within **90 days from the date of receipt of Notice to proceed in batches.**

2. Eligibility Conditions (Qualifying Requirements)

The Bidder shall meet the following minimum eligibility criteria for participation in the Bid

- a) Bidder should be a Registered Company under the Indian Companies Act 1956/2013 in existence for at least the past two audited year. Certificate of Incorporation or Registration of the bidder shall be uploaded.
- b) A Registered Company with manufacturing facility in India for:
- SPV Modules OR
 - Motor-pump Sets OR
 - Solar Pump Controller (Test Certificate for any one of the above components from any accredited Test lab is mandatory)

OR

A PV System Integrator with two years track record in OFF - GRID PV Systems.

The bidder should have ISO 9001:2008 certification.

c) **Experience:**

i) For System Integrators: Bidder should have cumulative experience of at least 10% of the tendered quantity of respective packages i.e Solar Photovoltaic Water Pumping Systems, installed & commissioned in the last five years ending upto date of submission of technical bid.

(The total experience of solar pumping systems will be taken into account irrespective of the experience being in AC or DC Motor pump sets and surface or submersible Pump sets.)

OR

For Manufacturers: Bidder should have Cumulative Experience in Manufacture and supply of SPV Modules or Motor-Pump sets or Solar Pump Controllers/ Inverters (Tested & Certified by MNRE accredited lab) with value at least 20% of the amount put to tender for respective packages in the last five years ending upto date of submission of technical bid.

(Supporting Documents issued by the competent authorities shall be uploaded)

d) **Turnover:**

In the last 5 years period, an Average Annual Financial Turnover in any of the 2 years of the bidder should not be less than the twice the estimated cost/ Tender Value of respective packages as per Section-I.

If the bidder intends to quote for more than one package, then in the last 5 years, the Average Annual Financial Turnover in any of the 2 years should not be less than the twice the total estimated cost of the selected packages.

A summarized sheet of turnover certified by registered CA should be compulsorily uploaded.

Scanned copies of Audited financial statements for the previous 5 financial years i.e, 2017-18 to 2021-22 should be uploaded.

e) The Bidder should have valid GSTIN registration certificate and PAN

- card. A copy of which should be uploaded.
- f) Any entity which has been barred by the Central/ any State Government, or any entity controlled by them, from participating in any project and the barred subsists as on the date of tender, would not be eligible to participate in the tender.
 - g) The Bidder should, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor has been expelled from any project or contract by any Government entity nor have had any contract terminated by any government entity for breach by such Bidder and must not have been black listed by any of the Government entities.

Note: “If the uploaded certificates / any documents are found to be fake, the EMD will be forfeited in addition to initiating appropriate action”

3) Terms and Conditions

- a. The total experience of solar pumping systems will be taken into account irrespective of the experience being in AC or DC Motor pump sets and surface or submersible Pump sets.
- b. Consortium agreements, joint ventures and assignment of the project is not permitted to seek eligibility in the projects/tenders.
- c. Bidders who are black-listed in any state would not be eligible to bid.

4) Instructions

- a. **The price evaluation is separate for each pump capacity i.e for each package.**
- b. Bidder shall upload Information, Experience Certificates.
- c. The work orders shall be issued to the successful Bidder who ever quotes lowest price for the supply of Solar Water Pumping System **in each pump category (Package).**
- d. Bidder should 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. The unit price quoted should be equal to or less than the prices discovered in EESL tender, phase -2 of PM-KUSUM component- B which is detailed in Part-II of clause 9 of Section-II. If KREDL anticipates that rate is abnormally low or high, bid may be rejected.
- e. Only empanelled components/ components which are having certificates as per the MNRE guidelines.
- f. Bidder should upload all the relevant documents.
- g. All bids submitted must be accompanied by EMD as specified in the Tender Notification (Section-I) on or before the prescribed date and time given in Section-I of this document. Bids submitted without EMD will be summarily rejected. Bidder would need to upload the scanned copy of EMD (Bank guarantee) along with required documents through electronic mode as part of their proposal.
- h. The Bidder shall upload copies of

- GSTIN registration certificate and PAN card.
 - Income Tax returns of three previous Assessment years (2019-20, 2020-21 & 2021-22).
- i. The document is available in the e-procurement website and it may be noted that all subsequent notifications, changes and amendments or Addendum/Corrigendum, clarification on Bidders queries on the Tender document would be posted only on the following website: <https://www.eproc.karnataka.gov.in>.
 - j. The bidder shall register with e-PROCUREMENT PORTAL i.e. (e-Governance, (CeG) Govt of Karnataka)
 - a. For any Clarification/online support please contact e-procurement helpdesk: +91-8046010000 or +91-8068948777 or e-mail to support@eprochelpdesk.com
 - b. Further, for hands-on training on e-procurement tender participation/Registration & bid submission, please contact e-procurement cell.
 - k. KREDL reserves the right
 - i. To reject or accept any or all tenders wholly or partly without assigning any reason on the grounds considered advantageous to KREDL, whether it is the lowest tender or not.
 - ii. To Intent the quantity of the Goods to be supplied and the location to be allotted based on KREDL requirements. The successful bidder is bound to supply required number of solar water pumping system at the specified places. The rates shall be firm till the completion of the contract.
 - l. The Bid uploaded by the Bidder and all correspondence and documents in relations to the bid shall be in English Language. For more details refer clause 9 of this section.
 - m. The work order is not transferable.
 - n. All vendors are requested to read the guidelines issued by MNRE dated 22nd July, 2019 for said scheme and also the tender floated by EESL for year 2020-21 bearing No. EESL/06/2020-21/KUSUM/SWPS/1-10 HP/Off Grid/202101032 dated 14.01.2021 and its amendments issued thereafter.

5. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of bid and KREDL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6. Content of Tender Documents

The Tender Documents for design, supply, installation, testing, commissioning and 5 years comprehensive maintenance of Solar water pumping systems contain the following particulars: -

SECTIONS

- a. Invitation for Bids – Section-I
- b. Information & Instructions to Bidders-Section-II
- c. General Conditions of Contract – Section-III
- d. Special Conditions of Contract – Section-IV
- e. Implementation Schedule and Process – Section V
- f. Penalty and Termination for non-fulfillment of Contract–Section VI
- g. Technical Specifications - Section-VII
- h. Bill of Quantities- Section VIII

APPENDIX

- a. Details of the Organization as per **Appendix –I**
- b. Power of Attorney for signing of Application in the prescribed format as per **Appendix II**
- c. EMD in the form of BG as per **Appendix IIIa**
- d. Security deposit (Contract Performance Guarantee) in the form of BG as per **Appendix IIIb**
- e. Experience: Installation and Performance Certificates/Reports as per **Appendix IV**
- f. Acceptance of Implementation schedule as per **Appendix V(A)**
- g. Acceptance of 5 years warranty and replacement of the solar PV system as per **Appendix V (B)**
- h. Scanned copy of the Anti Collusion Certificate in the format provided – as per **Appendix VI**
- i. Scanned copy of the Anti Blacklisting Affidavit in the format provided as per **Appendix VII**
- j. Bid form as per **Appendix – VIII**
- k. Agreement **Appendix-IX**
- l. Commissioning Certificate **Appendix-X**
- m. Format for Quoting for the Packages (pump category) as per **Appendix-XI**
- n. Check list **Appendix-XII**

The Bidder is expected to examine all instructions, forms, terms and specifications in the Tender Documents. Failure to furnish all the required information 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.

7. Amendment of Tender Documents

- a. At any time prior to the deadline for submission of bids, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, KREDL may modify the Tender

Document by amendment. The amendment, if any, will be published in e-procurement portal and the same will be binding to all Bidders.

- b. In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, KREDL may, at its discretion, extend the deadline for the submission of bids.

8. 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 Tenderer 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 Tenderer. 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.

9. 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 be electronically submitted online in the e-Procurement platform and the documents shall be scanned and submitted.

Part I

Technical Proposal shall contain:

Documentary evidences to demonstrate Financial and Technical Service capabilities of the Bidder are necessary. Bidder shall submit relevant certificates to demonstrate the eligibility criteria prescribed under this Tender Document. The bidder shall bid for the packages as per **Appendix XI** based on techno-commercial criteria.

In this regard the Bidder shall upload following minimum documents/information for technical evaluation.

1. Details of the Organization as per **Appendix -I**
2. Scanned copy of Certificate of Incorporation.
3. ISO 9001:2008 Certificate and as per latest amendments.
4. Scanned copy of Memorandum and Articles of Association of the Bidder.
5. Scanned copy of the Power of Attorney for signing of Application in the prescribed format as per **Appendix II**
6. EMD in the form of BG as per **Section-I**
(**Appendix IIIa** : to be Uploaded, **Appendix IIIb** : to be submitted Later)
7. Net worth certificate issued by Chartered Accountant after the date of tender notification.
8. Turnover certificate issued by Chartered Accountant for the previous 5 financial years i.e, 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22.
9. Scanned copies of Audited financial statements required for period

- of:-
- a) Five previous Financial years for the period 2017-18 to 2021-22. If Company is in existence for More than Five years.
 - b) From the year of incorporation if the Company is in existence for less than Five Years and More than two year.
10. Scanned copies of Income Tax returns statements is required for period of :-
- a) Three previous assessment years during the period 2019-20 to 2021-22. If Company is in Existence for More than Three years.
 - b) From the year of incorporation if the Company is in Existence for less than five Years and More than two year.
11. Scanned copies of GSTIN Registration certificate and PAN card.
12. Experience: Installation and Performance Certificates / Reports as per **Appendix IV**.
13. Acceptance of Implementation schedule as per **Appendix -V (A)**.
14. Acceptance letter for 5 years warranty and replacement of Solar PV system within warranty period with no extra cost as per **Appendix-V (B)**.
15. Scanned copy of the Anti Collusion Certificate in the format provided – as per **Appendix VI**.
16. Scanned copy of the Anti Blacklisting Affidavit in the format provided as per **Appendix VII**.
17. Bid form as per **Appendix – VIII**.
18. **The Bidder has to sign all the pages of the tender document as token of acceptance of all terms and conditions.**
19. Format for Quoting for the Packages (pump category) **Appendix-XI**.
20. Duly filled and signed copy of the Checklist as per **Appendix – XII**.

Note: Technical Proposal containing Price Schedule shall be rejected

Part II Financial bid

The bidder shall quote for any package or all the packages as stated in Clause-1 of Section-I based on techno commercial criteria of the bidder.

The bidder has to quote for the packages which are mentioned as per Appendix-XI.

The price discovered in the EESL tender phase-2 of PM-KUSUM, Component-B is set as **ceiling price** per solar pump set. The Bidder shall indicate the **unit price** of solar pump set it proposes to supply as per respective package.

Financial Bid shall contain:

- a. Rates quoted by Bidder FOR destination prices inclusive of taxes, levies, duties, packing, forwarding, freight, inland transportation, insurance, loading, unloading, supply, distribution, collection and any/all charges for successful supply, Installation, commissioning and maintenance of SOLAR Water Pumping systems including remote monitoring mechanism.

- b. The rates quoted by the Bidder shall be inclusive of all taxes. Any escalation in such taxes/ levies during the tenure of the contract/order will not be paid by KREDL or will be as per guidelines issued by MNRE & GOK from time to time.
- c. The unit price quoted per solar pump should be equal to or less than the ceiling price. The ceiling price is as mentioned in the below table.
The unit price quoted above the ceiling price will be rejected:

Sl No.	Pump Type	Ceiling Price per solar pump in Rs. (including GST)
1	3 HP AC Surface pumpset	1,78,552.00
2	5 HP AC Deepwell submersible pumpset	2,52,636.00
3	7.5 HP AC Deepwell submersible pumpset	3,64,273.00
4	10 HP AC Deepwell submersible pumpset	4,68,856.00

Other conditions relating to Financial Bid

- a) Prices shall be quoted in Indian Rupees. Decimal figures are not allowed. If decimals are quoted by the bidder, then quoted price in Rupee will only be considered ignoring the decimals.
- b) In no circumstances, escalation in the prices will be entertained.
- c) The Bidder shall quote the price indicating **the unit price** of solar pumpset towards Design, Supply, Implementation, Commission and maintenance of Solar water pumping system as per the Technical specifications mentioned in the Section VII. KREDL 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.
- d) Prices quoted by the Bidders are fixed, final and binding and not subject to any variation on any account. Financial Bid uploaded with an adjustable price quotation will be treated as non responsive and will be rejected.
- e) Any Bid not in accordance with clause 10 and 11 of this Section II above will be rejected.

10. E.M.D (Earnest Money Deposit)

The EMD shall be paid in the form of Bank Guarantee in favour of **Managing Director, KREDL**. Bidders **shall upload scanned copy of Bank Guarantee. Bidder shall submit Bank Guarantee in original to this office before the date and time of opening of Technical Bid as stipulated in Clause 3 of Section-1.**

The EMD submitted under this clause shall be valid for a period of at least **SIX Months** from the date of opening of the Technical Bids.

10.2 The EMD security will be forfeited:

a) If a Bidder

(i) withdraws their Bid during the period of Bid validity Specified

by the Bidder on the Bid Form;

(ii) does not accept the correction of errors pursuant to Clause 20 of this Section;

or

b) In case of a successful Bidder, if the Bidder fails to:-

i. Furnish performance security in accordance with Clause 11 of this Section.

10.2.1 EMD of successful bidder will be released after issue of LOI and execution of contract agreement and within two weeks after the receipt of security deposit BG.

Unsuccessful Bidder's earnest money deposit will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of validity of Bids as set out in clause 12.

11. Security Deposit:

The Successful bidder has to submit 3% of the contract value as Security Deposit in the form of Bank Guarantee within one week from the date of receipt of LOI.

Validity

The BG should be valid for a period of one year with additional claim period of one month from the date of signing agreement and shall be extendable upto:

- 1) the period of total commissioning of solar water pumps and
- 2) the date of acceptance of completion certificate by MNRE for the awarded quantity.

The BG has to be renewed before the expiry date for a further period of one year and if not renewed prior to expiry, it will be forfeited.

12. Period of Validity

- a. Bids shall remain valid for 180 days from the date of opening of financial bid. A Bid valid for a shorter period shall be rejected by KREDL as non-responsive.
- b. In exceptional circumstances, KREDL 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 under clause 10 shall also be suitably extended. A Bidder granting the request will not be required nor permitted to modify its bid.

13. Format and Signing of Bid

The Bidder shall give a set of hard copies of all the documents which are uploaded through e-procurement in the **sealed cover on demand**. In the event of any discrepancy between them, the original uploaded

document shall govern.

Mode of submission of bids:

- a. The Bids shall be submitted electronically in the e-Procurement platform only.
- b. Bids sent by any other mode like in person, post, Telex or Fax or e-mail will be rejected.

KREDL may at its discretion require any Bidder to submit the hard copy of any of the document submitted on e-procurement platform.

14. Deadline for Submission of Bids

- a. Bids must be uploaded by the bidder through e-procurement process not later than the time and date specified in the invitation for Bids (Section I).
- b. KREDL may, at the discretion, extend this deadline for submission of bids by amending the Bid Documents in which case, all rights and obligations of KREDL and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

15. Late Bids

In online e-procurement 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-procurement portal will not be available.

16. Opening of Bids

- a. At first instance, KREDL will open the Technical Bids of all the Bidders, in the presence of Bidders' representatives who choose to attend, at the time and place provided in Section I.
- b. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for KREDL, the Bids shall be opened at the appointed time and location on the next working day.
- c. The Bidder's names will be announced at the time of opening and the presence or absence of requisite EMD and such other details, KREDL, at its discretion, may consider appropriate decision.
- d. Financial Bids of only Technically qualified Bidders in accordance with this Tender Document would be opened in the presence of Bidder's representatives who choose to attend, at the time and place provided in Section I.

17. Clarification of Bids

During evaluation of Bids, at its discretion, KREDL may, 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

- a) The KREDL 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.

- b) 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 lowest of the two will prevail. If the Bidder does not accept the correction of errors, its bid will be rejected.
- c) KREDL 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.
- d) Prior to the detailed evaluation, the KREDL 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. KREDL's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- e) If a bid is not substantially responsive, it will be rejected by KREDL and may not subsequently be made responsive by the Bidder by correction of the non- conformity.

19. Acceptance or Rejection of Bids

- a. The Managing Director, KREDL 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 on the grounds for the said action.
- b. Any Bid with incomplete information is liable for rejection.
- c. 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.
- d. 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 Karnataka and will be black listed.

20. Criteria for evaluation of Bids

- 1. Step1- Test of Responsiveness
- 2. Step 2 - Bid evaluation

Step 1 Test of Responsiveness

Prior to evaluation of Bids, KREDL 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.

KREDL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by KREDL 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 shortlisted.

Technical Evaluation

Only Technical Proposals conforming to minimum eligibility criteria and found to be responsive will be taken up for detailed technical evaluation. A team constituted by MD, KREDL, shall evaluate the Bids submitted by Bidders for a detailed scrutiny. During evaluation of Bids, at its discretion, KREDL may ask the Bidders for clarification of their Proposals.

Financial Evaluation

The financial bids of the eligible Bidders will then be evaluated in the manner provided below:

At the outset, the Financial bids of all the Bidders who are technically qualified shall be opened in the presence of the Bidders' Representatives who choose to attend. The names of Bidders, the proposed prices shall be read aloud and recorded when the financial proposals are opened. Upon evaluation thereof (the "First Round of Bidding"), the bidders shall be ranked as L1, L2, L3 and so on based on financial bids.

For Packages 1 & 4:

- a) The Bidder who has quoted the lowest financial proposal shall be declared as the selected L1 Bidder and entire quantity will be awarded.
- b) In the event where two or more Bidders have same L1 price, KREDL shall by draw of lots, which shall be conducted, with prior notice, in the presence of the tie Bidders who choose to attend, select the priority of Bidder for selection.

For Packages 2 & 3:

- a) The Bidder who has quoted the lowest financial proposal shall be declared as the selected L1 Bidder. Further all other Technical responsive bidders L2, L3... will be empanelled if the respective bidders provide their consent for matching to L1 price. 10% of the quantity will be reserved and allotted to the L1 bidder and the remaining quantity will be equally allotted among all the bidders including L1.
- b) If any/all the bidder quotes the same unit price which is the lowest financial proposal, then all such bidders will be empanelled and solar pump quantity will be allotted equally among the bidders.

KREDL shall prepare minutes of the meeting.

Note :- Award Criteria and Award of Contract

KREDL will award the Contract to the successful Bidder(s) 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.

21. Security Deposit: As mentioned in Section I,

This Security Deposit BG will be released after successful commissioning of the project work and after completion of comprehensive maintenance period as per tender scope.

22. Corrupt or Fraudulent Practices

KREDL requires that Bidders observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, KREDL:

- a) Defines, for the purposes of this provision, the terms set forth as follows:
 - i. “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
 - ii. “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;
- b) will reject a proposal for award if it determines that the Bidder(s) recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c) will declare a firm ineligible, either indefinitely or for a stated 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.

SECTION – III
GENERAL CONDITIONS OF CONTRACT (GCC)

The following are the General Conditions of Contract for Supply, Installation, Testing, Commissioning and Comprehensive Maintenance for 5 years of SOLAR Water Pumping Systems, as per the specifications given in the document.

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- a. "The Contract" means the agreement entered into between KREDL and the Bidder/Supplier, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein:
- b. "KREDL" shall mean the Karnataka Renewable Energy Development Limited represented through the Managing Director.
- c. "Beneficiary" shall mean the farmer identified by KREDL for supply of Goods by the Supplier under this Contract.
- d. "Work" shall mean any work entrusted to the Bidder as mentioned in the scope of work and work order.
- e. The "Engineer in charge" shall mean the Engineer or Engineers authorized by Managing Director, KREDL for the purpose of this contract.
- f. "Inspecting Authority" shall mean any Engineering person or personnel authorized by KREDL to supervise and inspect.
- g. "The Bidder/Bidder" shall mean the Bidder awarded with the contract or their successors and permitted assigns.
- h. "General Conditions" shall mean the General conditions of Contract.
- i. "Specifications" shall mean the specifications annexed to these General Conditions of contract and shall include the schedules and drawings attached thereto or issued to the bidder from time to time, as well as all samples and pattern, if any,
- j. "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, maintenance, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- k. "GCC" means the General Conditions of Contract contained in this
- l. "SCC" means the Special Conditions of contract section
- m. "The Supplier" means the entity supplying the goods and services under this contract
- n. "The Government" means the Government of Karnataka State
- o. "Day" means calendar day
- p. "Month" shall mean calendar month. "Writing" shall include any manuscript, typewritten, printed or other statement reproduced in any visible form whether under seal or written by hand.
- q. "CONTRACT DOCUMENT": The term "Contract" shall mean and include the General conditions, specifications, schedules, drawings, work

orders etc., issued against the contract schedule of price or their final general conditions, any special conditions applying to the particular contract specification and drawings and agreement to be entered into. Terms and conditions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act or any other Act in vogue or by any person of common knowledge and prudence.

- r. "Goods" shall mean Solar Water Pumping Systems.
- s. "MNRE" means Ministry of New and Renewable Energy, Govt. of India
- t. "ESCOs" means Electricity Supply Companies

2. 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/BIS/IEC, to the reasonable satisfaction of the Engineer.

- 1. The Supplier should successfully commission the project within **90 days from the date of receipt of Notice to proceed.**
- 2. KREDL shall not be responsible for any loss or damage of any material when providing Solar Water Pumping Systems.
- 3. Undertake necessary activities during the warranty period as set out in this Contract.

3. Application

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

4. Standards

- a. The goods supplied under this contract shall conform to the Standards mentioned in the Technical specification as per the MNRE 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.
- b. Testing: KREDL reserves the right to test the various components of SOLAR WATER PUMPING SYSTEM before the dispatch to confirm their standards to the contract specifications **at no extra cost to KREDL.** If required, the pre dispatch testing of the SOLAR WATER PUMPING SYSTEM shall be done at the manufacture's place. These tested parameters should match the IEC/BIS/MNRE/BEE standards of tender. If components of the system are not as per the standards, entire lot has to be replaced with new components which shall conform to the standards mentioned in the tender at Supplier's cost.
- c. The SOLAR WATER PUMPING SYSTEM supplied by the manufacture should have a warranty for a period of at least **5 years** from the date of commissioning.

5. Use of Contract Documents; Inspection and Audit by the Government

- a) The Supplier shall not, without KREDLs prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of KREDL in connection therewith, to any person other than

a person employed by the supplier in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, so far as may be necessary for purposes of such performance.

- b) The Bidder shall not, without KREDL prior written consent, make use of any document or information enumerated in this Clause 6, Section II.
- c) Any document, enumerated in Clause 6, Section II shall remain the property of KREDL and shall be returned (in all copies) to KREDL on completion of the supplier performance under the contract if so required by KREDL.
- d) The supplier shall permit the authorized representative of KREDL to inspect its accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

6. Security

- a. The bidder has to submit 3% of the **contract value** as Security Deposit in the form of Bank Guarantee within **one week from the date of receipt of LOI**. The BG should be valid for a period of one year from the date of signing agreement.
- b. This Bank Guarantee along with EMD will be forfeited in case the successful bidder does not implement the project as per the implementation schedule (**90 days from the date of receipt of Notice to proceed**).
- c. In the event of non-performance or failure in fulfillment of contractual obligations as per tender, the bidder will be liable to submit 10% security deposit apart from other penal provisions of the tender.
- d. This Security Deposit BG will be released after successful commissioning of the project work as per tender scope and after completion of comprehensive maintenance period.

Contract Performance Guarantee/Tender Security Deposit shall be denominated in Indian Rupees and shall be in the form of Bank Guarantee as per the format provided in Appendix – III b.

7. Inspections and Tests:

- a. KREDL or its representative shall have the right to inspect or to test the goods to confirm their conformity to the contract specifications at no extra cost to KREDL.
- b. The inspections and tests may be conducted on the premises of the Supplier at point of delivery and / or at the goods final destination. If conducted on the premises of the supplier, all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to KREDL.
- c. Should any inspected or tested goods fail to conform to the specifications, KREDL may reject the goods and the supplier shall either replace the rejected goods or make necessary alterations to meet specifications requirements free of cost to KREDL.
- d. The KREDL's right to inspect, test and where necessary, reject the

Goods after the Goods arrival at Project Site shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by KREDL or its representative prior to the goods shipment.

- e. Nothing in GCC Clause 7 shall in any way release the supplier from any warranty or other obligations under this contract.
- f. KREDL may appoint third party for inspection of commissioning of the projects.

8. Delivery and Documents

Delivery of the goods shall be made by the Supplier in accordance with the terms specified by KREDL and notified in the Intent. The details of dispatch and other documents to be furnished by the supplier are specified in SCC.

9. Insurance

The goods supplied under the contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "Warehouse to Warehouse" (final destinations) on "All Risks" basis including War risks and Strikes.

10. Transportation

Where the Supplier 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 supplier, and the contract price shall include transportation costs.

11. Payment: Payment will be made to the Supplier as per **SCC clause-3**.

12. Prices: Prices payable to the Suppliers as stated in the price bid shall be firm.

13. Assignment

The suppliers shall not assign, in whole or in part to any third party, its obligations to perform under the contract, except with KREDL's prior written consent.

14. Sub-contracts: Subcontract is strictly prohibited.

15. Delays in the Supplier's Performance

Delivery of the goods and performance of the services shall be made by the supplier in accordance with the conditions mentioned in tender documents.

If at any time during installation and commissioning, if the supplier encounters conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify KREDL in

writing of the fact of the delay, it's likely duration and its cause(s). As soon as possible after receipt of the suppliers notice, KREDL shall evaluate the Situation and may, as its discretion, extend the supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.

Except as provided under GCC Clause 15, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of liquidated damages pursuant to GCC Clause 16, unless an extension of time is agreed upon pursuant to GCC Clause 16 without the application of liquidated damages.

16. Liquidated Damages

Liquidated damages shall be imposed at the rate of 0.5% of the value of the delayed SPWPS installation or on the unexecuted portion of the work for each week of the delay and part thereof subject to a maximum of 5% of the total value of the contract if the contractor does not successfully implement the project as per the implementation schedule and tender scope.

17. Termination for Default

KREDL without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or part:

- a) If the supplier fails to deliver any or all the goods within the period(s) or within any extension thereof granted by the KREDL pursuant to GCC Clause 15; or
- b) If the supplier, in the judgment of KREDL has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this Clause:

"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.

"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 Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

In the event KREDL terminates the contract in whole or in part, pursuant to clause 19, 'KREDL may procure, upon such terms and in such manner as it deems. Appropriate goods or services similar to those undelivered and the supplier shall be liable to KREDL for any excess costs for such similar goods or services. However, the supplier shall continue the performance of the contract to the extent not terminated.

18. Force Majeure

Notwithstanding the provisions of GCC Clause 18, 19, the supplier shall not be liable for forfeiture of his/her 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 is the result of an event of Force Majeure.

For purposes of this Clause "Force Majeure" means an event beyond the control of the supplier and not involving the suppliers fault or negligence and not foreseeable. Such event may include, but are not limited to, acts of KREDL either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

19. Termination for Insolvency

KREDL may at any instance /time may terminate him from the contract by giving written notice to the supplier, if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to KREDL.

20. Settlement of Disputes

KREDL and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them.

- i. If, after thirty (30) days, the parties have failed to resolve their dispute by such mutual consultation, then either KREDL or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- ii. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced at any time during the validity of the contract.
- iii. Arbitration proceeding shall be conducted in accordance with the rules of procedure specified in the SCC.

Notwithstanding any reference to arbitration herein,

- a. The parties shall continue to perform their respective obligations unless they otherwise agree.

KREDL reserves right to place Intent for supply to extent of availability of funds/grants and may cancel the project due to unforeseen obligations.

21. Limitation of Liability

Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5 of GCC,

- a) The supplier shall not be liable to KREDL, whether in contract, tort, or Otherwise for any indirect or consequential loss or damage, loss of use, loss of Production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to KREDL;
- b) The aggregate liability of the supplier to KREDL, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective SOLAR WATER PUMPING SYSTEM.

22. Governing Language

The Agreement shall be written in English language only. Subject to GCC Clause 26, English language version of the contract shall govern its interpretation. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in the same English language alone.

23. Applicable Law

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

24. Notices

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by fax or e-mail and confirmed in writing to the other party's address specified in clause 5 of SCC.

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

25. Taxes and Duties

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted goods to KREDL selected locations.

26. Agreement:

- a) The successful Bidder(s) shall execute an agreement for the fulfillment of the contract on Rs.500/- non-judicial stamp paper purchased within the state of Karnataka in the prescribed format provided.
- b) The incidental expenses of execution of agreement shall be borne by the successful Bidder(s).
- c) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions in full or in part will entail termination of the contract without prejudice to the rights of Government of Karnataka, Purchase and recovery of any consequential

loss from the Successful Bidder.

27. Performance specifications and warranty

The PV Modules must be warranted for output wattage, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years. The whole system including submersible pumps shall be warranted for 5 years from the date of commissioning. The successful bidder is responsible for trouble free maintenance of the systems during warrantee period of 5 years from the date of commissioning.

The warrantee period shall be extended during which the Solar water pumping system remains non operative due to the reasons within the control of the contractors. Care should be necessarily taken to make Solar Water Pumping System operational, once the reporting of the fault/non operational status is done. The contractor should attend the troubles within 3 days from the date of receipt of complaint, failing which contractor will be penalized at the rate of Rs. 100/- per day for first 3 days and later at Rs. 500/- per day till the SWPs is put back to satisfactory working condition subjected to the maximum of 5% of per system cost.

KREDL reserves the right to forfeit the performance security deposit, terminate the contract & blacklist the contractor if the contractor fails to provide services during warrantee period and get the works done through other agency.

28. Patent Rights

The Bidder shall indemnify KREDL against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

29. Operation and Maintenance Manual

An Operation and Maintenance Manual, printed in English and Kannada Language, should be provided with **each** solar PV pumping system. The Manual should have information about solar energy, photovoltaic, modules, AC motor pump set, tracking system, mounting structures, electronics and switches. It should also have clear instructions about mounting of PV module, DO's and DONT's and on regular maintenance and Trouble Shooting of the pumping system. Name and address of the person or centre to be contacted in case of failure or complaint should also be provided. A warranty card for the modules and the motor pump set should also be provided to the beneficiary

30. 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.

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, specified in SCC and in any subsequent instructions ordered by KREDL.

31. Incidental Services

The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a. Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
- b. Furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;
- d. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of 5 years, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and Contract Price quoted by the Supplier shall include the incidental services and no separate payment in this regard would be made to the Supplier.

32. Warranty

- a. The Supplier warrants that the Goods installed under this Contract are new, unused, of the most recent or current models and that they are as per the Technical Specification provided under this Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- b. The SPV panel shall carry a warranty of minimum 25 years.
- c. The SPV panel must be warranted for their output peak watt capacity which should not be less than 90% at the end of 10 years and 80% at the end of 25 years
- d. The motor pump sets and controller shall carry a warranty of minimum 5 years.
- e. The Motor Pump sets Distribution Boards or digital meters or switchgear and overall workmanship of the SPV pumping systems including mechanical structures and electrical works must be warranted against any manufacturing or design or installation or performance defects.
- f. The warranty will be against breakages, malfunctions, non fulfilment of guaranteed performance and breakdowns due to manufacturing defects or defects that may arise due to improper operation of electrical or

electronic components of the system but do not include physical damages by the end users.

- g. The above warranty shall take effect from the date on which the system is taken over by the users or beneficiaries.
- h. The successful tenderer shall be liable to make good the loss by replacing the defective product during the warranty period for the entire system free of cost, failing which KREDL would deduct the amount from the amount retained by KREDL as per Payment terms and will be blacklisted.
- i. The warranty will cover all the materials and goods involved in the installation and commissioning of SPV Pumping systems by the successful Bidder under this contract irrespective of the fact whether these have been manufactured by the Successful Bidder or not. The decision in this regard by KREDL is final and binding on the successful bidder.
- j. The mechanical structures, electrical works including power conditioners/inverters/charge controllers/MPPT units/distribution boards/digital meters/ switch gear / etc. And overall workmanship of the SPV power plants /systems must be warranted against any manufacturing / design/installation defects for a minimum period of **5 years from the date of commissioning.**

SECTION – IV
SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definition (GCC Clause 1): As mentioned in Sec-III GCC Clause 1.

2. Delivery and Documents (GCC Clause 8)

Dispatch clearance has to be obtained from KREDL only after the issue of the same the materials shall be dispatched.

Upon Delivery of the goods, the supplier shall notify KREDL full details of the shipment including contract number, transport receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to KREDL:

- a. Two copies of the supplier invoice showing contract number, goods description, quantity, price, total amount;
- b. Transport receipt / acknowledgement of receipt of goods from the consignee(s)
- c. Bidder's / supplier's warranty certificate

The above documents shall be submitted to KREDL before arrival of the goods (except where the goods have been delivered directly to the consignee with all documents) and, if not received, the supplier will be responsible for any consequent expenses. KREDL is not responsible for any loss/damages to the material & what so ever and the material if sent to different destiny /location the entire incidental charges to resend the same to the correct location shall be borne by the bidder.

3. Payment (GCC Clause 11)

- a) 90% (subject to availability of MNRE share of 30%) will be released after satisfactory supply, installation, testing and commissioning of the project on pro rata basis. In this regard contractor has to submit commissioning reports as per format provided duly signed by the firm, beneficiary and authorized representative of ESCOM.
- b) 10% will be released on completion of one month from the date of completion certificate.

4. Settlement of Disputes (GCC Clause 20)

The dispute settlement mechanism to be applied pursuant to GCC Clause 23 in Sec. III shall be as follows:

- a. In case of Dispute or difference arising between KREDL and Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole

Arbitrator shall be **Additional Chief Secretary, Energy Department, GoK**. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the appointing authority namely the Indian Council of Arbitration / President of the Institution of Engineers (India) / The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the parties.

- b. Arbitration proceedings shall be held at Bangalore, Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- c. The decision of the arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc, of its proceedings shall be borne by each party itself.
- d. Any disputes under the contract are subject to Bangalore Jurisdiction only.

5. Notices (GCC Clause 24)

For the purpose of all notice, the following shall be the address of the KREDL and supplier.

KREDL: The Managing Director,
Karnataka Renewable Energy Development Limited,
#6/13/1, 10th block, 2nd stage,
Nagarabhavi, Bengaluru – 560072.

6. Supplier Integrity:

The supplier is responsible for and obliged to conduct activities in accordance with the terms and conditions of tender Document using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

7. Supplier's Obligations:

The supplier will abide by the job safety measures prevalent in India and will free KREDL from all demands or responsibilities arising from accidents or loss of life the cause of which is the supplier's negligence. The supplier will pay all indemnities arising from such incidents and will not hold KREDL responsible or obligated.

The Supplier is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanors.

The supplier will treat as confidential all data and information about KREDL, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of KREDL.

KREDL, in no case will be responsible for any accident fatal or non-fatal, caused to any workman or outsider in course of transport or execution of work or during comprehensive maintenance period. All the expenditure including treatment or compensation will be entirely borne by the Supplier.

The Supplier shall also be responsible for any claims of the workers including PF, Gratuity, ESI & other legal obligations.

The Supplier should provide SOLAR WATER PUMPING SYSTEM as per the particulars as per the tender scope to the Beneficiaries in districts of Karnataka strictly in accordance with the Terms & Conditions of the contract and without any defects.

- a. The work relating to providing SOLAR WATER PUMPING SYSTEM should be executed without any delay as per the implementation schedule mentioned in this document.
- b. KREDL reserves the right to depute officers from his/her office for the supervision and inspection at the time of implementation of the contract. The bidder should submit report to the concerned officer regarding the implementation of the contract.
- c. The Supplier should provide SOLAR WATER PUMPING SYSTEM in accordance with Technical Specifications.
- d. If any defect is noticed within warranty period after supply, same will have to be replaced by the Supplier at his own expenses.
- e. The successful bidder should indicate the name and address of their nearest centre that can take up immediate action on complaint
- f. If the contract is not executed within the stipulated period as per implementation schedule, KREDL reserves the right to cancel the contract and KREDL will not be liable for any pecuniary loss or damage incurred by the Supplier in this regard, the performance security and security deposit will be encashed, in conjunction with section III clause 6 of GCC.

SECTION V

IMPLEMENTATION SCHEDULE AND PROCESS:

The work should be implemented by the Supplier as per the following implementation schedule: -

- KREDL to provide quantity of Solar Water Pumping System required along with farmers list to the **Contractor (Implementing agency) as and when received from ESCOMs.**
- The **Contractor has** to finalize the list of farmers in coordination with ESCOM representative after conducting feasibility study.
- **The feasibility study is entirely the responsibility of the contractor.**
- **ESCOMs will submit to KREDL the priority list of feasible farmer locations.**
- KREDL to finalize the list of 1325 farmers location and provide the same to the **Contractor either in batches or in one stretch.**
- The **Contractor has** to install and commission SOLAR WATER PUMPING SYSTEMS as per Schedule.
- The **Contractor** has to provide operation and maintenance manuals as specified in Section III Clause 29 of GCC in Kannada and English Language.
- The system shall be handed over to the beneficiary ie., farmer after 7 days of continuous successful operation through prescribed handing over and taken over format which will be given later.
- The Contractor should take acknowledgment from farmers for having commissioned **SOLAR WATER PUMPING SYSTEM.**
- Contractor should handover the commissioning certificate in the prescribed format to ESCOM representatives for certification.
- ESCOMs to consolidate commissioning certificates duly certified by the Sub-divisional Engineer in the prescribed format and submit to KREDL.
- Contractor has to submit MNRE prescribed formats for availing subsidy duly filled and signed by the farmers and ESCOM authorities along with the commissioning certificates.
- Supplier has to replace defective Solar PV Components of the systems during the warranty period.
- Supplier to ensure that defects of the Solar Water pumping system shall be rectified within **3 days.** Supplier to follow below outlined process for replacement of defective Solar Water Pumping system. Supplier has to obtain acknowledgment for the same and submit to KREDL.

SECTION VI:
PENALTY AND TERMINATION FOR NON-FULFILLMENT OF CONTRACT:

- a. The bidder has to submit 3% of the **contract value** as Security Deposit in the form of Bank Guarantee within **one week from the date of receipt of LOI**. The BG should be valid for a period of one year with additional claim period of one month from the date of signing agreement and shall be extendable up to the period of total commissioning of solar water pumps.
- b. This Security Deposit BG will be released after successful commissioning of the project work as per tender scope and after completion of comprehensive maintenance period.
- c. The Bidder entrusted with the work of providing Solar Water Pumping system, **if found using the inferior material, before/after supply such defective materials will be rejected outright and** the Bidder will have to replace the rejected items at his/her own responsibility & expense. KREDL may even short close the contract and also Black list the Bidder from participating in future tenders.
- d. The SOLAR WATER PUMPING SYSTEM will have to be supplied in good condition without causing any damage to the items, to the selected district regions/Project Site. If any defect is found, such defective materials will be rejected and the **Supplier will have to replace the defective materials at his own cost as per the implementation schedule. Failing in which, Security Deposit will be forfeited for the systems which are not commissioned within specified time.**
- e. The Bidder should attend the troubles within **3 days**, failing to which Bidder will be penalized at the rate of Rs. 100/- per day for first 3 days and later at Rs. 500/- per day till the SWPs is put back to satisfactory working condition subjected to maximum of 5% of per system cost.
KREDL reserves the right to forfeit the performance security deposit, terminate the contract & blacklist the contractor if the contractor fails to provide services during warrantee period and get the works done through other agency.

SECTION-VII

TECHNICAL SPECIFICATIONS OF SOLAR WATER PUMPING SYSTEM as per MNRE Annexure-I of Circular No. F. No. 41/3/2018-SPV Division dated 17.7.2019 to be followed. The said MNRE circular is enclosed as Annexure-II

SECTION VIII
INDICATIVE BILL OF QUANTITIES FOR AC SOLAR WATER PUMPING
SYSTEM

Sl.No.	Particulars	Qty
1	Solar PV array system	One set
2	Mounting structure and tracking system	One set
3	Inverter (Controller), VFD, MPPT	One set
4	Motor pump set	One set
5	The delivery pipe (HDPE/GI), electric cables, floating assembly, civil work and other fittings required to install the system	
6	System Earthing with lightning arrestor	
7	Inter connecting cables (As per site requirements)	
8	Other materials as per Tender specifications	

APPENDIX I - DETAILS OF THE ORGANISATION

1	Name of the Bidder											
2	Name of the Organisation											
3	Year of starting the organization & registration number (photo copy of registration certificate to be enclosed)											
4	Address of the Bidder (along with contact person name, phone no. email id & pin code)											
5	a) GSTIN registration. b) PAN of Income Tax Dept. (Photocopy of I. T. returns for the last three assessment years i.e, 2019-20 to 2021-22 to be enclosed),											
6	Particulars of E.M.D. along with BG details											
7	Turn Over in lakhs	<table border="1"> <thead> <tr> <th>2017-18</th> <th>2018-19</th> <th>2019-20</th> <th>2020-21</th> <th>2021-22</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	2017-18	2018-19	2019-20	2020-21	2021-22					
2017-18	2018-19	2019-20	2020-21	2021-22								

Signature of the bidder and address with seal

Date:

APPENDIX- II

Power of Attorney for signing of Application

(To be executed on Rs.100/- Stamp paper)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and/or holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Application for the participation in the tender proposed by the Karnataka Renewable Energy Development Limited (the "Authority") including but not limited to signing and submission of all Application and other documents and writings, participate in Applicant' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our Application, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Application for the said tender.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 2023 .

For _____
(Signature) (Name, Title and Address)

Witnesses:

1

2

Accepted

[Notarised]

(Signature)

(Name, Title and Address of the Attorney)

APPENDIX-IIIa
(To be uploaded)
BANK GUARANTEE: EARNEST MONEY DEPOSIT

BG NO:
DATED:
VALID
UPTO :

To,

In consideration of **Karnataka Renewable Energy Development Limited (KREDL)** (hereinafter which expression shall include its successors signs), having agreed interlaid to consider the tender of -----
- (hereinafter called the "Bidder" which expression shall include its successors signs), for to be awarded under Tender No.....upon the Bidder furnishing an undertaking from the Bank as hereinafter appearing in lieu of cash deposit of the Earnest Money.

We ----- (hereinafter called the "Bank" which expression shall include its successors and assigns), at the request of the Bidder and with the intent to bind the Bank and its successors and assigns do hereby unconditionally and irrevocably undertake to pay the Company forthwith on first demand without protest or demur or proof or satisfaction or condition and without reference to the Bidder, all sums payable by the Bidder as and by way of Earnest Money to the Company, up to an aggregate limit of Rs _____/- (Rupees _____)

AND THE BANK DOTH HEREBY FURTHER AGREE AS FOLLOWS:

1. This Guarantee/Undertaking shall be a continuing guarantee and shall remain in full force and effect for all claims or demands made by the Company on the Bank until the Company discharges this Guarantee/Undertaking subject, however, that the Company shall have no claims under this Guarantee/Undertaking after the midnight of _____ or any written extension(s) thereof.

PROVIDED that if the aforesaid work tendered for or any part thereof shall be awarded to the Tendered on or before the said date, whether on the basis of accompanying tender or any other basis, then the validity of this guarantee/undertaking shall stand extended based on the request letter of the Company for all claims and demands made by the Company for further three months.

2. The Company shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking at any time and/or from time to time any wise to postpone and/or vary any of the powers, rights, and obligations exercisable by the Company against the Bidder and either to enforce or to forbear

from enforcing all or any of the terms and conditions of or governing the said Tender and/or any contract consequent upon any award of work or the said Earnest Money Deposit or the securities available to the Company or any of them and the Bank shall not be released from its liability under these Presents and the liability of the Bank hereunder shall remain in full force and effect notwithstanding any exercise by the Company of the liberty with reference to any or all the matters aforesaid or by reason of any other act, matter or thing whatsoever which under law relating to the sureties or otherwise which could, but for this provision have the effect of releasing the Bank from all or any of its obligations hereunder or any part thereof, and the Bank specifically waives any and all contrary rights whatsoever.

3. It shall not be necessary for the Company to proceed against the Bidder before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank as principal debt or notwithstanding the existence of any other undertaking or security for any indebtedness of the Bidder to the Company and notwithstanding that any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealized.

4. The amount stated by the Company in any demand, claim or notice made with reference to this guarantee shall as between the Bank and the Company for the purpose of these presents is conclusive of the amount payable by the Bank to the Company hereunder.

5. The liability of the Bank to the Company under this Guarantee/Undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Bidder and the Company, the Bidder and the Bank and/or the Bank and the Company or otherwise howsoever touching these Presents or the liability of the Bidder to the Company, and notwithstanding the existence of any instructions or purported instructions by the Bidder or any other person to the Bank not to pay or for any cause withhold or defer payment to the Company under these Presents, with the intent that notwithstanding the existing of such difference, dispute or instructions, the Bank shall be and remain liable to make payment to the Company in terms thereof.

6. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Bidder or any change in the legal constitution of the Bank or the Company.

7. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Company to the Bank either by post or by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by bank.

8. Notwithstanding anything contained herein:

(i) The Bank's liability under this guarantee/undertaking shall not exceed Rs.

(ii) This guarantee/undertaking shall remain in force up to <<date>>.

(iii) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before <<date>> or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.

The Bank doth hereby declare that the Manager who is authorized to sign this Guarantee /Undertaking on behalf of the Bank and to bind the Bank thereby.

This day of _____ 2023

Yours faithfully

Signature:

Name & Designation:

Name of the Branch:

APPENDIX-IIIb
(To be Submitted Later)

BANK GUARANTEE : Contract Performance Guarantee

BG NO:
DATED:
VALID UPTO:

To,

In consideration of **Karnataka Renewable Energy Development Limited (KREDL)** (which expression shall include its successors and assigns), having agreed interlaid to consider the tender of -----
----- (hereinafter called the "Bidder" which expression shall include its successor assigns), for to be awarded under Tender No.____ upon the Bidder furnishing an undertaking from the Bank as hereinafter appearing in lieu of cash deposit of the security deposit.

We ----- (hereinafter called the "Bank" which expression shall include its successors and assigns), at the request of the Bidder and with the intent to bind the Bank and its successors and assigns do hereby unconditionally and irrevocably undertake to pay the Company forthwith on first demand without protest or demur or proof or satisfaction or condition and without reference to the Bidder, all sums payable by the Bidder as and by way of security deposit to the Company, up to an aggregate limit of Rs____/- (Rupees _)

AND THE BANK DOTY HEREBY FURTHER AGREE AS FOLLOWS:

1. This Guarantee/Undertaking shall be a continuing guarantee and shall remain in full force and effect for all claims or demands made by the Company on the Bank until the Company discharges this Guarantee/Undertaking subject, however, that the Company shall have no claims under this Guarantee/Undertaking after the midnight of _____ or any written extension(s) thereof.

PROVIDED that if the aforesaid work tendered for or any part thereof shall be awarded to the Tendered on or before the said date, whether on the basis of accompanying tender or any other basis, then the validity of this guarantee/undertaking shall stand extended based on the request letter of the Company for all claims and demands made by the Company for further three months.

2. The Company shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking at any time and/or from time to time any wise to postpone and/or vary any of the powers, rights, and obligations exercisable by the Company against the Bidder and either to enforce or to forbear from enforcing all or any of the terms and conditions of or governing the said Tender and/or any contract consequent upon any award of work or the said

Security Deposit or the securities available to the Company or any of them and the Bank shall not be released from its liability under these Presents and the liability of the Bank hereunder shall remain in full force and effect notwithstanding any exercise by the Company of the liberty with reference to any or all the matters aforesaid or by reason of any other act, matter or thing whatsoever which under law relating to the sureties or otherwise which could, but for this provision have the effect of releasing the Bank from all or any of its obligations hereunder or any part thereof, and the Bank specifically waives any and all contrary rights whatsoever.

3. It shall not be necessary for the Company to proceed against the Bidder before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank as principal debtor notwithstanding the existence of any other undertaking or security for any indebtedness of the Bidder to the Company and notwithstanding that any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealized.

4. The amount stated by the Company in any demand, claim or notice made with reference to this guarantee shall as between the Bank and the Company for the purpose of these presents is conclusive of the amount payable by the Bank to the Company hereunder.

5. The liability of the Bank to the Company under this Guarantee/Undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Bidder and the Company, the Bidder and the Bank and/or the Bank and the Company or otherwise howsoever touching these Presents or the liability of the Bidder to the Company, and notwithstanding the existence of any instructions or purported instructions by the Bidder or any other person to the Bank not to pay or for any cause withhold or defer payment to the Company under these Presents, with the intent that notwithstanding the existing of such difference, dispute or instructions, the Bank shall be and remain liable to make payment to the Company in terms thereof.

6. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Bidder or any change in the legal constitution of the Bank or the Company.

7. Notwithstanding anything contained herein:

(i) The Bank's liability under this guarantee/undertaking shall not exceed Rs. _____/- (Rupees _____)

(ii) This guarantee/undertaking shall remain in force up to <<date>>.

(iii) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before <<date>> or the date of expiry of any extension(s) thereof

if this guarantee/undertaking has been extended.

The Bank doth hereby declare that the Manager who is authorized to sign this Guarantee /Undertaking on behalf of the Bank and to bind the Bank thereby.

This day of _____ 2023

Yours faithfully

Signature:

Name & Designation:

Name of the Branch:

APPENDIX-IV

Experience

i) Bidder should have cumulative experience of at least 10% of the tendered quantity of Solar Photovoltaic Water Pumping Systems, installed & commissioned in the last five years ending upto date of submission of technical bid.

ii) Bidder should have Cumulative Experience in executing contracts of Off-Grid Solar Photovoltaic Systems/Power plants (Installed & Commissioned) with value at least 20% of the amount put to tender in the last five years ending upto date of submission of technical bid.

OR

Bidder should have Cumulative Experience in Manufacture and supply of SPV Modules or Motor-Pump sets or Solar Pump Controller/ Inverter with value at least 20% of the amount put to tender in the last five years ending upto date of submission of technical bid.

Supporting Documents issued by the competent authorities shall be uploaded.

Table - 1 (For installation and commissioning of Solar water pumping system)

SN	Name of Awardees	LOI/WORK ORDER/Agreement executed dates	Name of the beneficiary	Address of location where the systems are installed	Capacity of pump (HP) Based on the type of pump / Solar Power Plant Installations	Capacity of the Panel (kW _p)	Date of Commissioning (Enclose commission certificate issued by Awardees) (Y/N)	Enclose performance certificate issued by Awardees (Y/N)
1								
2								
3								

Table - 2 (For value of goods supplied)

SN	Details of Work order/ Purchase order for goods manufactured and supplied	Value of the order	Date of supply of goods
1			
2			

APPENDIX- V(A)

ACCEPTANCE OF IMPLEMENTATION SCHEDULE

To,

The Managing Director,
Karnataka Renewable Energy Development Limited,
#39, Shanthi Gruha, Bharath Scouts and Guides Building,
Palace Road, Bangalore-1

Sir,

We M/s. _____ . (Name of the bidder) here in after Called “the Bidder” have furnished the bid for providing SOLAR WATER PUMPING SYSTEM, do here by agree to the implementation schedule of the said project. Failing which the Managing Director, KREDL will have discretion to either reject or cancel the contract agreement.

Place:

Date:

Yours faithfully,

Signature of the bidder with office seal

APPENDIX- V (B)
ACCEPTANCE OF 5 YEARS WARRANTY AND REPLACEMENT OF THE SOLAR
PV SYSTEM

To,
The Managing Director,
Karnataka Renewable Energy Development Limited,
#39, Shanthi Gruha, Bharath Scouts and Guides Building,
Palace Road, Bangalore-1

Sir,

Sub:- 5 Years warranty and replacement of the Solar PV system.

We M/s _____ . (Name of the bidder) here in after Called "the Bidder" have furnished the bid for providing SOLAR WATER PUMPING SYSTEM, do hereby agree for the following warranty conditions:

1. The SPV panel shall carry a warranty of minimum 25 years.
2. The SPV panel must be warranted for their output peak watt capacity which shall not be less than 90% at the end of 10 years and 80% at the end of 25 years
3. The PCU/Solar Grid tie Inverter shall carry a warranty of minimum 5 years.
4. The complete SOLAR Water pumping systems (SWP) installed and commissioned shall be under a warranty against any manufacturing or usage defect for a minimum period of 5 years from the date of Commissioning. The mechanical structures, electrical works including Motor Pump sets /inverters/maximum power point tracker units/ distribution boards/ switchgear and all other components of SWP and overall workmanship of the SWP systems must be warranted against any manufacturing/ design/ installation defects for a minimum period of 5 years.
5. The warranty will be against breakages, malfunctions, non fulfillment of guaranteed performance and breakdowns due to manufacturing defects or defects that may arise due to improper operation of electrical /electronic components of the system but do not include physical damages by the end users.
6. The above warranty shall take effect from the date on which the system is taken over by the KREDL/ KREDL representative after commissioning.
7. The successful bidder shall be liable to make good the loss by replacing the defective product during the warranty period for the entire system free of cost.
8. The warranty will cover all the materials and goods involved in the installation and commissioning of SWP systems by the successful Bidder.
Failing which the Managing Director, KREDL will have discretion to either reject or cancel the contract agreement.

Place:

Date:

Yours faithfully,

Signature of the bidder with office seal

APPENDIX- VI

Anti-Collusion Certificate

(On the Letterhead of the Applicant)

We hereby certify and confirm that in the tender participation we have not acted in concert or in collusion with any other Applicant or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Application.

Dated thisDay of, (month/year)

.....
(Name of the Applicant)

.....
(Signature of the Authorised Person)

.....
(Name of the Authorised Person)

Note:

1. On the Letterhead of the Applicant

APPENDIX-VII

**Format for Affidavit certifying that the Entity/Promoter/s /
Director/s of Entity are not blacklisted**

(ON A STAMP PAPER OF APPROPRIATE VALUE)

ANTI-BLACKLISTING AFFIDAVIT

I M/s. (Single Business Entity / Lead Member/ Other Member /s), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by Karnataka Renewable Energy Development Ltd. (KREDL) / any other entity of Government of Karnataka or blacklisted by any state government or central government / department / agency in India from participating in Project/s, either individually or as member of a Consortium as on the _____(Application Due Date).

We further confirm that we are aware that our Application for the Empanelment would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this tender Process.

The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by KREDL to verify this statement or regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of KREDL.

Dated thisDay of, 20....

Name of the Applicant

Signature of the Authorised person

Name of the Authorised Person

Note: Signed by an Authorized signatory of the firm, Title of the signatory, Name of the firm Date (This affidavit is to be furnished on a non-judicial stamp paper of Rs.100)

APPENDIX -VIII

BID FORM

Tender Ref. No:

Date:

To,
The Managing Director,
Karnataka Renewable Energy Development Limited,
#6/13/1, 10th block, 2nd stage, Nagarabhavi, Bengaluru – 560072.

Sir/Madam,

Having examined the Tender Documents including Addendas the receipt of which is hereby duly acknowledged, we the undersigned, offer to the SOLAR WATER PUMPING SYSTEM at the farmers land as indented by KREDL for which necessary Bid security amounting to Rs. _____ in the prescribed manner set out in the Tender Document is provided.

We undertake, if our Bid is accepted, for providing, installation, commissioning and maintenance of SOLAR WATER PUMPING SYSTEM in accordance with the terms and conditions in the Tender document.

1. We will submit irrevocable bank guarantee in favour of Managing Director, KREDL of 5 % of the total cost of system commissioned by him based on the Intent placed. **Performance Security Deposit.** The BG should be valid for a period of **5 years** from the date of commissioning in order to commit five years free equipment maintenance of the SPV pumping system.
2. We agree to abide by this bid for a period of 180 days after the date fixed for opening of financial bid under Clause 12 of the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiration of that period.
3. We will strictly observe the laws against fraud and corruption in force in India namely Prevention of Corruption Act 1988 ".
4. We understand that you are bound to accept the lowest or any bid you may receive.
5. We confirm that we comply with the eligibility requirements as per Clause-2 section II of the Tender Document.
6. We agree to treat the Tender document and other records connected with the Works as secret and confidential documents and shall not communicate information described therein to any person other than the person authorized by you or use the information in any manner prejudicial to the safety of the Works.
7. We enclose herewith an affidavit in the required format.
8. We agree to supply as per the Intent placed by the KREDL to districts for implementation.

Dated this day of 2023

Signature:

Duly authorized to sign bid for and on behalf of
office address seal

Place:

APPENDIX-IX

AGREEMENT FORM

THIS AGREEMENT made on theday of 2023
Between KREDL through its Managing Director, (hereinafter called "KREDL") of the one part and M/s _____
(Name of the Bidder) of.....(City and country of the Bidder)
(hereinafter called "the Bidder " or "Supplier") of the other part :

WHEREAS KREDL is desirous to place indent of SOLAR WATER PUMPING SYSTEM of 5HP capacity for the supply of those goods and services NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a. The Tender Form uploaded by the Bidder;
 - b. The Technical Specifications;
 - c. The General Conditions of Contract;
 - d. The Special Condition of Contract;
 - e. Implementation Schedule
3. In consideration of the payments to be made by KREDL to the Supplier as hereinafter mentioned, the Supplier hereby covenants with KREDL to provide the goods and services and to remedy defects therein conformity in all respects with the provisions of the Contract.
4. KREDL hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws on the day and the year written above.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED AND

DELIVERED THIS AGREEMENT AS ON THE _____ 2023.

SIGNED SEALED AND DELIVERED FOR KREDL

Name:

Designation: MD, KREDL

Signature

In the presence of:.....

SIGNED SEALED AND DELIVERED FOR SUPPLIER

Name:

Designation:

Signature

In the presence of:.....

Signature

In the presence of:.....

APPENDIX-X

COMMISSIONING CERTIFICATE

TENDER FOR DESIGN, SUPPLY, INSTALLATION, TESTING, COMMISSIONING AND COMPREHENSIVE MAINTENANCE FOR 5 YEARS OF **SOLAR WATER PUMPING SYSTEMS OF ___ HP CAPACITY** WITH A REMOTE MONITORING FACILITY AT THE PROJECT SITES OF FARMERS IN DISTRICTS OF KARNATAKA

Tender No. KREDL_____

Name of the Farmer		Date of commissioning	
Beneficiary ID		Village	
Taluk		District	
Pump Capacity		Panel capacity	
Name of the Agency			

SL.NO.	Particulars	Date	Remarks
1	Commissioning of Motor and pump		
2	Commissioning of Solar Panel		
3	Commissioning Balance of equipments		
4	Testing of Solar water pump system		
5	Total depth of borewell		
6	Length of HDPE/GI delivery pipe inserted		

Certify that the solar water pump has been successfully commissioned as per the tender requirement.

Seal and Signatures of:

• **Beneficiary - Farmer** ---

• **Contractor – Implementing Agency** ----

• **Inspecting Authority** ----
(Representative from ESCOM)

APPENDIX-XI

Format For Quoting For Packages

On the letter head of the Bidder

To,

The Managing Director,

KREDL., Head Office, No. 6/13/1, 10th Block,
Nagarbhavi 2nd Stage, Near Terige Bhavana,
Bengaluru-560072

Sir,

Sub: Selection of bidders for implementation of off grid solar pumps
under Component-B of PM KUSUM scheme

Ref: Tender No.

I/We hereby submit the details of the Package(s) participated under the tender
as a part of quoting for techno commercial criteria.

SI.No.	Package No.	Pump set Capacity in HP	No. of pumps	Quoted for the packages (YES/NO)
1	1	3 HP	62	
2	2	5 HP	508	
3	3	7.5 HP	681	
4	4	10 HP	74	

I/We have reviewed all the terms and conditions of the tender and undertake
to abide by all the terms and conditions contained therein

Yours faithfully,

.....
(Signature of the Authorised Person)

.....
(Name of the Authorised Person)

APPENDIX-XII

CHECKLIST OF DOCUMENTS TO BE UPLOADED IN TECHNICAL BID-

Sl. No.	Description	Document enclosed or Not	Page Nos.	
			From	To
1	Details of the Organization as per Appendix -I	YES /NO		
2	Scanned copy of Certificate of Incorporation	YES /NO		
3	Scanned copy of Memorandum and Articles of Association	YES /NO		
4	ISO 9001:2008 Certificate	YES /NO		
5	Scanned copy of the Power of Attorney for signing of Application in the prescribed format as per Appendix II	YES /NO		
6	EMD in the form of BG as per Section-I (Appendix IIIa : to be Uploaded, Appendix IIIb : to be submitted Later)	YES /NO		
7	Net worth certificate issued by Chartered Accountant after the date of tender notification.	YES /NO		
8	Turnover certificate issued by Chartered Accountant for the previous 5 financial years i. e, 2017-18 to 2021-22.	YES /NO		
9	Scanned copies of Audited financial statements for the previous 5 financial years i.e, 2017-18 to 2021-22.	YES /NO		
10	Scanned copies of Income Tax returns of previous three assessment years i.e, 2019-20, 2020-21	YES /NO		

	and 2021-22.			
11	Scanned copies of GSTIN Registration Certificate & PAN card	YES /NO		
12	Experience: Installation and Performance Certificates / Reports as per Appendix IV	YES /NO		
13	Acceptance of Implementation schedule as per Appendix -V(A)	YES /NO		
14	Acceptance letter for 5 years warranty and replacement as per Appendix -V(B)	YES /NO		
15	Scanned copy of the Anti Collusion Certificate in the format provided as per Appendix VI	YES /NO		
16	Scanned copy of the Anti Blacklisting Affidavit in the format provided as per Appendix VII	YES /NO		
17	Bid form as per Appendix - VIII	YES /NO		
18	Format for Quoting for Packages Appendix - XI	YES /NO		
19	Duly filled and signed copy of the Checklist as per Appendix - XII	YES /NO		
20	The Bidder has to sign all the pages of tender document as token of acceptance of all terms and conditions	YES /NO		