

Limited Tender Document
On
Design, Supply, Installation, Testing, Commissioning, and 5 years CMC for 2 Numbers of
Solar Cold Storage in the State of Meghalaya

Tender Notice No. [MNREDA/SCS/2023-24/01](#)

Dated: 19-06-2024

Closing Date: 24-07-2024



Meghalaya New and Renewable Energy Development Agency
(MNREDA), Near BSF Camp, PO-Nongmensong, District - East
Khasi Hills, Meghalaya - 793019

E-mail: mnreda.dir@gmail.com

Website: www.mnreda.gov.in

TENDER NOTICE

Meghalaya New and Renewable Energy Development Agency (MNREDA)

Nongmensong, Shillong - 793019, Meghalaya)

Tel. No. 0522-2720829, 2720779

Website: www.mnreda.gov.in, E-Mail: mnreda.dir@gmail.com

NO. MNREDA/----: Limited tender notice are invites for Design, Supply, Installation, Testing, Commissioning, and 5 years CMC for 2 Numbers of Solar Cold Storage in the State of Meghalaya.

Sl. No	Subject	Details
1.	Tender Fee	INR 15,000 /- (Including 18 % GST)
2.	Available RFP Document on MNREDA Website	Start Date: 21 st June 2024 at 1200 Hrs End Date: 28 th June 2024 at 1200 Hrs
3.	Opening Technical Date and Time	1 st July 2024 at 1300 Hrs
4.	Name & address of office inviting tender	Dr Joram Beda, IAS Director, Meghalaya New and Renewable Energy Development Agency, Near BSF Camp, Nongmensong, Shillong, Meghalaya - 793019 E-mail: mnreda.dir@gmail.com Website: www.mnreda.gov.in
5.	Helpline no. of e-procurement	Customer Support: +91-124-4001002, 4001005, (from for any technical queries 24*7 Service available), Email: support-eproc@nic.in

The scanned copy of the original demand draft in favour of the **Director, MNREDA** Payable at **Shillong** must be enclosed along with the Hard Copies of the Technical Document. The hard copies of the required documents along original tender processing fee should reach to the Office of Director, MNREDA. Tenders received after the due date and time will not be considered. Director, MNREDA reserves the right to reject any or all tenders without assigning any reason thereof. The decision of Director MNREDA will be final and binding.


Director, MNREDA

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DISCLAIMER

Though adequate care has been taken while preparing the Tender Document, the Bidders shall satisfy themselves that the Document is complete in all respect. Intimation regarding any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within three (03)

days from the date of notification of Tender Notice, it shall be considered that the document is complete in all respect and has been received / acknowledged by the Bidder(s).

The Meghalaya New and Renewable Energy Development Agency (MNREDA) reserves the right to modify, amend or supplement this document.

While this tender Document has been prepared in good faith, neither MNREDA nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

**Place: Shillong
2024**

Date: 21-06-

INTERPRETATIONS

- ✚ Words comprising the singular shall include the plural & vice versa.
- ✚ An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- ✚ A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- ✚ Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- ✚ The table of contents and any headings or subheadings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

PART- I

COVER LETTER ON BID SUBMISSION

Date.....

FROM (Full name and address of the tenderer)

M/s

To,

Dr Joram Beda, IAS

Meghalaya New and Renewable Energy Development Agency
'Near BSF Camp, Nongmensonong, Shillong, Meghalaya - 793019

E-mail: mnreda.dir@gmail.com

Website: www.mnreda.gov.in

Subject: Offer in response to Tender Notice No.....

Dear Sir,

We hereby submit our offer in full compliance with terms & conditions of the attached tender. It is to be confirmed that all the attached documents true in nature and

(Signature of Tenderer)

Seal :

PARTICULARS OF TENDER

1		Design, Supply, Testing, Installation & Commissioning of Cold Storage in two location in the state of Meghalaya
2	Tender Fee (Non-refundable)	INR 15,000 /- (Including 18 % GST)
3	EMD/ Bid Security in the form of Bank Guarantee as per Annexure-I	50,000/- (Rupees Fifty thousand Only)
4	Period of contract	90 Days
5	Date of publication of NIT on website:	21 st June 2024 @ 1200 Hrs
6	Date & time of Pre-bid meeting through email	22 nd June 2024 @ 1330 Hrs
7	Last date & time for receipt of bids	28 th June 2024 @ 1300 Hrs
8	Submission of original copies of Bid fee & EMD (Offline)	28 th June 2024 @ 1300 Hrs
9	Technical Bid Opening Date	1 st June 2024 @ 1400 Hrs
10	Name & address of office inviting tender	Dr Joram Beda, IAS Director, Meghalaya New and Renewable Energy Development Agency, Near BSF Camp, Nongmensong, Shillong, Meghalaya - 793019 E-mail: mnreda.dir@gmail.com Website: www.mnreda.gov.in
11	Helpline no. of e-procurement	Customer Support: +91-124-4001002, 4001005, (from for any technical queries 24*7 Service available), Email: support-eproc@nic.in

Note:

1. The tender document can be downloaded from <https://meghalayatenders.gov.in> or www.mnreda.gov.in
2. Tender document submitted with original tender fee and EMD/ Bid Security only will be considered valid. All relevant required documents along with evidence are to be inserted in "Techno-Commercial bid" only and the hard copy in sealed envelope must reach MNREDA office on or before the closing date & time as mentioned above.
3. The price bid should be submitted in separate sealed envelope only.

4. It should be noted that Offline Technical document envelope shall not contain any information/document relating to Price Bid. Financial bid will be opened for those bidders who would duly qualify in the technical bid.

GENERAL PARTICULARS OF BIDDERS

Sl No	Particulars	Details
1.	Name of Tenderer/Firm	
2.	Postal Address	
3.	E-mail address for	
4.	Telephone, Fax No.	
5.	Name, designation & contact number of the representative of the tenderer to whom all	
6.	Nature of the firm (Individual/ Partnership /Public Ltd. Co. /Public Sector etc.) Attach	
7.	attached copy of Registration & Year of Incorporation	
8.	Certificate of Incorporation of Bidder (Applicable for Private	
9.	Amount and particulars of the earnest money deposited.	
10.	Annual Turnover and IT return for last three years (Attach	
11.	Name and address of the Indian/foreign collaboration if	
12.	PAN No., GST No., MNRE test certificates etc. (evidence are to	
13.	Has the tenderer/firm ever been debarred by any institution for	
14.	Any other information attached by the tenderer (Details and Annexure / page no. where its enclosed)	
15.	Does tenderer have any relative working in MNREDA? If yes state, the name and designation.	

Tenderers are requested to give their full particulars and legal and financial status.

Signature of Tenderer

:
Seal:

DECLARATION BY THE BIDDER

I/We.....(hereinafter referred to as Tenderer/Bidder)

being desirous of tendering for the work, under this tender and having fully understood the nature of the work and having carefully noted all the terms and conditions, specifications etc. as mentioned in the tender document do hereby declare that:

- ✚ The tenderer is fully aware of all the requirements of the tender document and agrees with all provisions of the tender document and accepts all risks, responsibilities and obligations directly or indirectly connected with the performance of the tender.
- ✚ The tenderer is fully aware of all the relevant information for proper execution of the proposed work, with respect to the proposed place of works/ site, its local environment, approach road and connectivity etc. and is well acquainted with actual and other prevailing working conditions, availability of required materials and labour etc. at site.
- ✚ The tenderer is capable of executing and completing the work as required in the tender and is financially solvent and sound to execute the tendered work. The tenderer is sufficiently experienced and competent to perform the contract to the satisfaction of MNREDA. The tenderer gives the assurance to execute the tendered work as per specifications, terms, and conditions of the tender on award of work.
- ✚ The tenderer has no collusion with other tenderers, any employee of MNREDA or with any other person or firm in the preparation of the tender.
- ✚ The tenderer has not been influenced by any statement or promises by MNREDA or any of its employees but only by the tender document.
- ✚ The tenderer is familiar with all general and special laws, acts, ordinances, rules, and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
- ✚ The tenderer has never been debarred from similar type of work by any Government undertaking /Department. **(An undertaking in this regard shall be submitted).**
- ✚ The tenderer accepts that the earnest money / security deposit may be absolutely forfeited by MNREDA if the selected bidder fails to undertake the work within stipulated time.
- ✚ This offer shall remain valid for acceptance for 90 days from the proposed date of opening of the Technical Bid.
- ✚ All information and the statements submitted with the tender are true and correct to the best of my knowledge and belief.

Signature of Tenderer:

Seal:

Dated:

PART 2 INSTRUCTIONS TO BIDDERS

1. INTRODUCTION:

Design, Supply, Testing, Installation & Commissioning of Cold Storage in two Location in the state of Meghalaya

1.1 ELIGIBLE TENDERERS/BIDDERS:

1.1.1 The tenderer shall provide sufficient documentary evidence to satisfy the following terms and conditions that the tenderer:

- ✦ Is an indigenous system manufacturer/supplier/integrator of the Solar PV Systems, Solar Cold Storage, or experienced EPC contractor in the field of Solar PV Power Plant (evidence to be submitted).
- ✦ The tenderer fulfils the terms and conditions of eligibility for Design, Supply, Testing, Installation and Commissioning of Solar Cold Storage/Solar PV Systems in accordance with the directions of Ministry of New and Renewable Energy, Government of India.
- ✦ Prior experience in cold storage projects is often a requirement. Documents like work completion certificates from past projects of similar size and nature might be requested.
- ✦ The vendor should possess the technical expertise to handle the specific requirements of the **cold storage project**, experience with specific technologies (refrigeration systems, insulation materials), and a proven track record of meeting temperature control standards.
- ✦ Having a documented Quality Management System (QMS) demonstrates the vendor's commitment to quality and adherence to specific standards.
- ✦ Has adequate financial stability and status to meet the financial obligations pursuant to the scope of work. This must be the individual Company's turnover and not that of any group of Companies. (The bidder must have average annual turnover of **minimum Rs. 13.00 Lakhs** during last three years.)
- ✦ The bidder must have done **atleast one (1) project on installation, testing, commissioning, and maintenance in the field of Solar Cold Storage** in the last three years. The details must be submitted in the Proforma given in Technical- Bid section of tender document.
- ✦ Has valid test certificate of the Solar PV module, Battery, Inverter and other equipment's as specified and required in the Technical- Bid of this tender document.
- ✦ Bidder should not be blacklisted by Central/State Government organization, PSU, etc.
- ✦ The Bidder must have a **local office in Meghalaya / should set up a local office before signing of LoA**. Proof of the office in Meghalaya must be submitted at the time of signing of LoA.

The above stated requirements are compulsory, and to be fulfilled by the tenderer. MNREDA may also ask for any additional information as may be deemed necessary in public interest.

2. TENDER DOCUMENT

2.1 CONTENT OF TENDER DOCUMENT

- 2.1.1 The tender procedure and contract terms are prescribed in the tender document. In addition to the invitation of tender, the tender document includes various other documents as given in the table of particulars of tender.
- 2.1.2 The tenderer is expected to examine all instructions, terms and conditions, specifications, forms, and formats etc. as mentioned/ enclosed in the tender document. Failure to furnish all information required in the tender document or submission of a tender not substantially responsive to the tender document in every respect will be at the tenderer's risk and is likely to result in out-right rejection of the tender.

2.2 INFORMATION REQUIRED WITH THE PROPOSAL

- 2.2.1 The tender must clearly indicate the name of the manufacturer, the types and model and make of each principal item of equipment proposed to be supplied. The tender may also contain details of specifications and other comprehensive descriptive materials in support of technical specifications.
- 2.2.2 The above information may be provided by the tenderer in the form of separate sheets, specifications, catalogues etc.

2.3 CLARIFICATION OF TENDER DOCUMENT

- 2.3.1 Any prospective tenderer requiring any clarification on the tender document regarding various provisions / requirements/ preparation/ submission of the tender, may contact MNREDA in writing by letter or fax/ email within three (3 days) from the date of publication/up-loading of tender at Website. Queries received later shall not be entertained.
- 2.3.2 Verbal clarifications and information shall not be entertained in any way.
- 2.3.3 All the notices related to this tender which are required to be publicized shall be uploaded only on <https://mnreda.gov.in>

3. PREPARATION OF TENDER

3.1 LANGUAGE OF TENDER AND MEASURE

- 3.1.1 The tender prepared by the tenderer along with all the related documents shall be in English. Unit measurements shall be metric in accordance with International System. All correspondence between the tenderer and MNREDA shall also be in English.

3.2 EARNEST MONEY AND SECURITY DEPOSIT / CONTRACT PERFORMANCE GUARANTEE

- 3.2.1 The tenderer shall furnish earnest money as mentioned in the “Particulars of Tender”.
- 3.2.2 The earnest money of the successful tenderer shall be released after acceptance of work order and deposition of security money. The selected bidder shall have to deposit security money amounting to 3% of the contract value along with acceptance letter in the form of DD/ Bank Guarantee (format at Annexure I) from any nationalized bank in favour of “**Director, Meghalaya New and Renewable Energy Development Agency**” payable at Shillong within **7 days from the date of issue of LoA/Work Order**.
- 3.2.3 The bank guarantee should be valid for a period of 1 years from the date of signing of the contract agreement with an additional claim period of 3 months. The responsibility of the extension of the same lies with the bidder. No written communication will be made to the bidder in this regard. The Security Deposit will be released after 1 years or date of successful completion of the work, whichever will be earlier from the date of installation of the system.
- 3.2.4 The Security Deposit amount will be forfeited in case of non-execution of the work against the work order placed.
- 3.2.5 The earnest money of all unsuccessful bidders shall be released soon after selection of successful bidder against submission of their written intimation regarding release of the EMD.

3.3 PERIOD OF VALIDITY OF TENDER

- 3.3.1 Validity of the offer should be 90 Days /3 Months from the proposed date of opening of the technical bid. Tenders without this validity will be rejected.
- 3.3.2 In exceptional circumstances, MNREDA may solicit the consent of the tenderers to an extension of the period of validity of offer. The request and the response there of shall be made in writing.

3.4 FORMATS AND SIGNING OF TENDER

- 3.4.1 The tender must contain the name and places of business of the firm/person/persons participating in the tender and must be signed and sealed by the tenderer with his usual signature. The name and designation of all persons signing the tender document should be written below the signatures.
- 3.4.2 The original copy of the tender should be signed in every page.
- 3.4.3 The tender shall contain no interlink actions, erasers or overwriting except as necessary to correct the errors made by the tenderer in the preparation of tender. The person or persons signing the tender shall also sign at all such corrections.

3.5 PRICE AND CURRENCIES

The tenderers shall have to submit their rates in Indian Rupees including all latest applicable taxes & duties of Govt. of Meghalaya as well as Govt. of

India.

4. SUBMISSION OF TENDER

4.1 SEALING AND MARKING OF TENDER

4.1.1 The tender must be completed in all technical and commercial respect and should contain requisite certificates, informative literature etc. as required in the tender document.

4.1.2 **In Technical bid (sealed envelope) (Part-I), following documents are to be inserted: -**

- Copy of GST No. & PAN
- Equipment Test certificates and commissioning protocols, Installation and maintenance manual, Factory testing quality protocol from competent authority.
- Brochures, literature, and other documents regarding technical specifications.

4.1.3 The complete tender document in original (excluding financial bid) downloaded from the website should be submitted by the tenderer and also in the sealed envelope after furnishing all the required information on relevant pages. Each page of the tender document should be signed & stamped. Tenders with any type of change or modification in any of the terms/ conditions of this document shall be rejected. If necessary, additional papers may be attached by the tenderer to furnish/ submit the required information.

4.1.4 Financial Bid to be submitted in only in the prescribed format.

4.1.5 Any term/condition proposed by the tenderer in his technical bid which is not in accordance with the terms and conditions of the tender document or any financial conditions, payment terms, rebates etc. mentioned in financial bid shall be considered as a conditional tender and will make the tender invalid.

4.2 DEADLINE FOR SUBMISSION OF TENDER.

4.2.1 Tender must be received by MNREDA before the date & time of submission as specified in tender document.

4.2.2 Any tender received after the specified date & time of submission will be rejected and returned unopened to the tenderer.

5. TENDER OPENING AND EVALUATION

5.1 OPENING OF TENDER

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

5.1.1 Sealed envelope bearing complete **TENDER No** and super scribed "**Technical Bid**" shall be opened by MNREDA's representatives at the time and date mentioned in the "Particulars of Tender", in the presence of

tenderers who choose to be present. The technical suitability of offers will be examined by MNREDA in detail. If required, clarifications regarding the suitability of the offers will be obtained.

5.1.2 "Financial bid" shall be opened to those tenderers who would duly qualify in technical bid.

5.1.3 Financial bids of only the techno - commercially qualified bidders will be opened for evaluation. However, Director MNREDA shall not be bound to accept the lowest rate.

5.2 CLARIFICATIONS REGARDING THE SUBMITTED TENDERS

5.2.1 During the process of evaluation of the tender, MNREDA may at its discretion ask the tenderer for a clarification of their tender. The request for clarification and the response shall be in writing.

5.2.2 Any query regarding any clarification required by MNREDA on the information submitted by the tenderer, must be replied by the tenderer within the following time schedule.

- ✚ Email query should be replied by email within 3 days.

- ✚ Query by letter must be replied by letter within 7 days of receipt of the letter.

6. AWARD OF CONTRACT

6.1 EVALUATION CRITERION

The whole work shall be on Turnkey basis. The tender shall be finalized on the basis of total cost of Solar Cold Storage system including installation & commissioning and CMC as offered by the tenderer in his Financial Bid.

6.2 NOTIFICATION OF AWARD

Prior to the expiry of validity period of offer, MNREDA will notify the successful tenderer by registered Letter/Email/ Fax that his tender has been accepted.

6.3 AWARD OF WORK CONTRACT

Complete/Partial work shall ordinarily be awarded to the lowest tenderer only. The denial of the lowest bidder to undertake the whole work shall be treated as breach of contract and MNREDA may forfeit EMD amount submitted by him.

6.4 RIGHT TO VARY QUANTITIES

The authority reserves the right of awarding the work in a phase manner. MNREDA may increase or decrease the quantity mentioned in the tender notice at the time of award of contract.

6.5 RIGHT TO ACCEPT/REJECT ANY OR ALL TENDERS.

MNREDA reserves all the right to reject any or all the tenders, accept any tender in total or in part.

6.6 COMPLETION PERIOD

The completion period of the entire work shall be **90 Days/ 3 Months** after issue of work order. The work shall have to be completed within time and shall be binding on the contractor.

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

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

- 1.1 "MNREDA" shall mean The Director or his representative of "Meghalaya New and Renewable Energy Development Agency, with its Head office at Nongmenson, Shillong - 793019 (Meghalaya). The "Contractor" shall mean the Firm/ Person (whose tender has been accepted by MNREDA) and shall include his legal representatives, successor in interest and assignees.
- 1.2 The contract shall be for Design, Supply, Testing, Installation & Commissioning of Solar Colat Storage at two different locations in the state of Meghalaya. However, the validity of rates may further be extended to a specified period of time and/or to other locations in Meghalaya on the mutual consent of both the parties.

2. INSPECTION / CHECKING / TESTING

- 2.1 All materials / equipments manufactured by the bidder/consortium of bidders against the Letter of Award shall be subject to inspection, check and/or test by the MNREDA or his authorized representative at all stages and place, before, during and after the manufacture. All these tests shall be carried out in the as per technical specifications and bidder shall submit the relevant test reports. If upon delivery the material / equipment does not meet the specification, the materials / equipment shall be rejected and returned to the bidder for repairs / modification etc. or for replacement. In such cases all expenses including the to-and-fro freight, repacking charges, any other costs etc. shall be to the account of the bidder.
- 2.2 Pre-Dispatch Inspection (PDI) of each component, test report of equipment's, warranty certificates and calibration certificates should be provided by the bidder.
- 2.3 Successful bidder has to submit the PDI request as per work order given by MNREDA.

3. COMPLETION PERIOD

- 3.1 The completion period of the entire work shall be 60 days after issue of final work order. The work shall have to be completed within time and shall be binding on the contractor. In case of any urgency, the contractor may be asked to complete the work even earlier and contractor will be bound to fulfil the requirements.

- 3.2 In case the contractor fails to execute the said work or related obligations within stipulated time, MNREDA will be at liberty to get the work executed from the open market at the risk and cost of the contractor, without calling any tender and without any notice to the contractor. Any additional cost incurred by MNREDA during such execution of the work shall be recovered from the contractor.
- 3.3 If the cost of executing the work as aforesaid shall exceed the balance payments due to the contractor and the contractor fails to make good the "additional cost", MNREDA may recover it from the contractor's pending claims against any work in MNREDA or in any other lawful manner. All risks & responsibilities related to the execution of the said work and fulfilment of related obligations directly or indirectly connected with the performance of the contract shall be the sole responsibility of contractor.
- 3.4 The calculation of aforesaid "additional cost" will be finalized by the MNREDA at its sole discretion. The contractor shall have no right to challenge the mode or amount relating to calculation at any forum. For completion of the work through any other agency, in case some changes are required in terms and conditions of the contract; the contractor shall not have any right to challenge the decision of MNREDA.

4. LIQUIDATED DAMAGES⁶

If the contractor fails to perform the work within the time periods specified in the work orders or within the extended time period if any, MNREDA shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damage, a sum equivalent to 1% of the price of the un-performed work/ services for each week of delay until actual completion of work, up to a maximum deduction of 10%. Once the maximum is reached, MNREDA may consider termination of the contract.

5. FORCE MAJEURE

- 5.1 Notwithstanding the provisions of clauses contained in this deed; the contractor shall not be liable for forfeiture of its performance security, liquidated damages, termination for default, if he is unable to fulfil his obligation under this deed due to force majeure circumstances.
- 5.2 For purpose of this clause, "Force majeure" means an event beyond the control of the contractor and not involving the contractor's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and fright embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by the Director, MNREDA & his decision shall be final and binding on the contractor and all other concerned.

- 5.3 If a force majeure situation arises, the contractor shall notify MNREDA in writing promptly (at the most within 10 days from the date such situation arises). After examining the cases MNREDA shall decide and grant suitable addition time for the completion of the work.
- 5.4 For other justified cases also, not covered under force majeure conditions, MNREDA may consider the request of contractor and additional time for completion of work may be granted.

6. QUALITY, WARRANTY/ GUARANTEE AND ANNUAL MAINTENANCE

- 6.1 The contractor shall warrant the Solar Colat Storage as per applicable standards of quality. Anything to be furnished shall be new, free from all defects and faults in material and workmanship. The manufacture shall be in accordance with the specified technical parameters and should be of the highest grade and consistent with established and generally accepted standards for material. It shall be in full conformity with the drawing or samples if any and shall operate properly if operable.
- 6.2 After installation of the Solar Colat Storage at site, the contractor shall ensure satisfactory performance of the equipments for a period of time as specified in the scope of work.
- 6.3 The contractor shall rectify defects developed in the Systems within Warranty/ CMC period promptly. In case the contractor does not rectify the defects within 3 days of the receipt of complaint, MNREDA may restore the System in working condition on contractor's expenses (from CMC charge).

7 STANDARDS

The goods supplied and works executed under this contract shall conform to the standards mentioned in the technical specification and where no applicable standard is mentioned, the latest version of Indian Standard Institution or Bureau of Indian Specification shall be applicable.

8 SPARE PARTS

The contractor shall make arrangement to maintain a sufficient stock of essential materials, spares, tools & tackles, logistics and accessories as well as keep men, which are necessary or usual for satisfactory and trouble-free operation and maintenance of the above equipment.

9 PACKING FORWARDING

- 9.1 Contractors, wherever applicable shall properly pack and crate all materials in such a manner as to protect them from deterioration and damage during transportation. The contractor shall be responsible for all damage due to improper packing.
- 9.2 The contractor shall inform the Director, MNREDA and Project site officer

regarding the probable date of each shipment of materials from his works.

10 TRANSPORTATIONS

The contractor is required to deliver the goods at location as defined in the scope of work.

11. DEMURRAGE WHARFAGE, ETC

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

12. INSURANCE: The Solar Cold storage plant installed under the contract shall be fully insured against loss or theft for the period of 5 years.

13. LIABILITY FOR ACCIDENTS AND DAMAGES: During the Warrantee period, the contractor shall assume all responsibilities for direct damages covering all type of accident, injury or property damage caused by manufacturing defects or faulty installation on the systems.

14. DUTIES AND TAXES

The quoted rate/ price during the submission of the price bid shall include all latest applicable taxes, duties of Govt. of Meghalaya as well as Govt. of India. No additional payments shall be made by MNREDA on this account. If any new tax/ duty is levied during the contract period, the same will be borne by the firm exclusively.

15. RIGHT TO VARY QUANTITIES

MNREDA reserves all the rights to increase or decrease the quantity of goods mentioned in the contract, at the time of placement of orders without any change in price or other terms and conditions.

16. LOCAL CONDITIONS

It will be imperative on contractor to have full information of all local conditions and factors which may have any effect on the execution of the works. The contractor shall be deemed to have collected all the relevant information regarding the proposed place of works/ site, its local environment, approach road and connectivity etc. and be well acquainted with actual working and other prevailing conditions.

The contractor is advised to consult with MNRE to arrange the site visit arrangement before quoting for as well as starting the work. MNREDA shall not entertain any request of contractor for clarifications related to such local conditions and shall bear no responsibility in this regard.

17. TOOLS & TACKLES

The contractor shall provide all necessary tools & tackles for proper execution of work and operation/ maintenance of systems after installation. MNREDA shall in no way, responsible for supply of any tools & tackles.

18. TERMINATION FOR DEFAULT

MNREDA without prejudice to any other remedy for violate of contract, by written notice of default sent to the contractor, may terminate the contract in whole or in part:

18.1 If the contractor fails to deliver the Services within the allocated time period(s).

18.2 If the contractor fails to perform any other obligation(s) under the contract. However, in the event of termination of the contract in part, the contractor shall continue performance of the contract to the extent not terminated.

19. TERMINATION FOR INSOLVENCY

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

20. TERMINATION FOR CONVENIENCE

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

21. SCOPE OF WORK

The Scope of Work of a bidder shall include the following:

21.1 Contractor shall be responsible for site development for the installation of the Solar Cold Storage system, including Building/ Civil Works.

21.2 Contractor shall be responsible for Design, Supply, Testing, Installation & Commissioning of 2 units of cold storage as per technical specifications mentioned below:

S.No	Particulars/ Detailed Scope of Work
1.	Design, Supply/ Transportation, Testing, Installation & Commissioning of 2units of Solar Cold Storage.
2.	Site Development before installation of the Cold Storage on the site as per the requirement.
3.	a. Refrigeration System including: 1.5 TR @ - 5 Degree Celsius, mean evaporating and 50 Degree Celsius mean condensing temperature, condensing unit, Expansion valve, vertical air

	<p>distribution system, refrigerant R407F.</p> <p>b. Power System and Control System Including 2.9 kWp Solar PV Polycrystalline modules, Panel Mounting, Drive control, Power converters, Auxiliary Battery – 24 V 200 Ah.</p> <p>c. Thermal Storage: Back – up of 18 hours with no door opening @ 5.5 kWh/Sqr mtr/ day Solar Irradiation.</p> <p>d. Insulated Room including: PPGI lined sheets on the outside, PUF panels of minimum 10 mm thickness on the inside. Heavy Duty Door, Hinges and Lock.</p>
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21. OPERATION & MAINTENANCE

The contractor shall be entrusted to carry out the total O&M activities of the Solar Photovoltaic Power Plant(s):

- ✚ Deputation of qualified and experienced engineers Supervisors & Technicians.
- ✚ Supply of all spares, consumables and fixing / application as required.
- ✚ Supply & use of spares, consumables, tools, logistics and skilled manpower throughout the maintenance period as per recommendations of the equipment manufacturers and requirement of the Plant & other associated infrastructure developed under the scope of EPC works.
- ✚ Submission of half-yearly & Yearly CMC reports to MNREDA.

22. COMPLETION OF WORK

On completion of the work, Contractor has to complete the following tasks:

- ✚ The contractor shall intimate MNREDA through letter or email regarding completion of the work on or before the last date and request for joint inspection (format at Annexure II) of the completed work.
- ✚ In case of delay beyond scheduled commissioning period, the bidder shall be liable for Liquidated Damages (LD)
- ✚ The contractor shall submit 2 sets of “**Project Completion Report**” to MNREDA which will include photographs in hard and soft copy both, drawings and as executed reports of various systems containing details of installation form the point of view of future maintenance of the installed systems.

23. OTHER CONDITIONS

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

- 23.1 MNREDA may at any time either stop the work all together or reduce or cut it down by sending notice in writing to the contractor. If the work is stopped all together, the contractor will only be paid for work done and expenses

distinctly incurred by him as on preparation or the execution of the work up to the date on which such notice is received by him. The decision of MNREDA regarding assessment of such expenses shall be final and binding on the contractor. If the work is cut down, the contractor will not be paid any compensation what to ever for the loss of profit which he might have made if he had been allowed to complete all the work awarded to him.

- 23.2 Work carried out without MNREDA's approval shall not be accepted and MNREDA shall have rights to get it removed and to recover the cost so incurred from the contractor.
- 23.3 The contractor shall not display the photographs of the work and not take advantage through publicity of the work without written permission of MNREDA.
- 23.4 The contractor shall not make any other use of any of the documents or information of this contract, except for the purposes of performing the contract.
- 23.5 MNREDA will not be bound by any Power of Attorney granted/ issued by the contractor or by any change in the composition of the firm made during or subsequent to the execution of the contract. However, recognition to such Power of Attorney and change (if any) may be given by MNREDA after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

24. STATUTORY ACTS

All legal formalities/clearances are to be obtained by the contractor regarding the execution of the said work. In respect of all labour directly or indirectly employed on the work by the contractor, the contractor shall comply with all the provisions of hiring the contract labour and rules of State/ Central Government or any other authority framed from time to time. The rules and other statutory obligations in this regard will be deemed to be the part of this contract.

The contractor shall comply with all the Acts & rules and regulations, laws and bylaws framed by State/ Central Government/ Organization in whose premises the work has to be done. MNREDA shall have no liabilities in this regard.

25. APPLICABLE LAW

The contract shall only be interpreted under Indian laws. The station of MNREDA Headquarter Shillong shall have exclusive jurisdiction in all matters arising under this contract.

26. RESOLUTION OF DISPUTES / ARBITRATION

Any dispute arises regarding this tender will be settled under area of jurisdiction of head office of MNREDA.

27. NOTICES

Any notice to be given by one party to the other, pursuant to the contract

shall be sent in writing. A notice shall be effective when delivered or from the effective date mentioned in the notice, whichever is later.

Notices, statements and other communications sent by MNREDA to the contractor at his specified addresses through registered post/ email/ fax shall be deemed to be delivered to the contractor.

28. APPLICATION

These general conditions shall apply to the extent that provisions in other parts of the contract do not supersede them.

29. PAYMENT TERMS

- a. Mobilization advances of 30% share of the quoted price as mobilization advance on signing of the Contract Agreement.
- b. Release of Second Installment (30%) on submission of copy of purchase order made from the booking of machines and equipment.
- c. Release of third installment (30%) on material on site and subject to the verification of the MNREDA and approval proper installation and commissioning of the Solar Cold Storages on the identified locations.
- d. Release of Fourt Installment (10%) on subsequently completion and submission of the Comprehensive Maintenance Cost (CMC) Report to the MNREDA on the performance of the Solar Cold Storage.
- e. 10% of the contract value shall be paid against the CMC in 2 equal yearly instalments against satisfactory performance and maintenance of the systems quarterly along with a report (format at Annexure IV).

Note: Vendor shall be liable to get the Payment subject to receipt of funds from the office of NECTAR, Shillong .`

PART-4
GENERAL TECHNICAL SPECIFICATIONS

Sl. No	TECHNICAL DESCRIPTION
1	<ul style="list-style-type: none"> a. ~ 1.5 TR @-5-degree Celsius mean Evaporating and 50 °C mean Condensing Temperature. b. Ci=condensing unit c. Expansion valve d. Vertical air distribution system e. Refrigerant R407 F
2	<p>Power System and control including:</p> <ul style="list-style-type: none"> a. 2.9 kWp Solar Polycrystalline modules b. Panel mounting c. Drive control. d. Power Convertors e. Auxiliary Battery -24 V 200 Ah
3	Thermal Storage: 18 hours with no door opening @ 5.5 kWh/m2/Day solar Irradiation
4	<p>Insulated Room Including</p> <ul style="list-style-type: none"> a. PPGI lined sheets on the outside b. PUF panels of Minimum 100 mm thickness on the inside c. Heavy duty door, hinges, and lock.
5	<p>Temperature Set Point Selection</p> <ul style="list-style-type: none"> a. Mobile App based crop selection. <p>Remote Monitoring</p> <ul style="list-style-type: none"> a. Per minute logging GPRS bases with viewable front end in computer and smart phone.

PART - 5
Financial Bid Format

We,.....have gone through the completed tender document and ascertain all the facts and figures. We have agreed to quote the following financial proposal against the said scope of work:

S.No.	Particulars	Quoted Price (in INR)
1.	Design, Supply, Installation, Testing, Commissioning, and 5 years CMC for 2 Numbers of Solar Cold Storage in the State of Meghalaya	
2.	GST/ Taxes (@ 18%)	
Total (Inclusive of GST/ Taxes)		

Note: Please note that the quoted rate should be against the complete scope of work (including any additional work subject to the requirement of site conditions) as mentioned in the technical bid document. No Further Price escalation shall be acceptable post selection of the contractor.

Signature of Bidder
Seal of Firm
Date:

Other terms and conditions

1. The Bidder shall indicate in the Price Bid, the unit prices in (INR) and total Bid prices of the Goods & Services in the prescribed format only.
2. The bidder should compulsorily quote for all heads in the price-bid format for which separate analysis/ reasonable estimation of all heads should be done by the bidder before quoting the rates in the financial bid. Any contravention may lead to rejection of offer submitted.
3. If there is a discrepancy between words and figures, the amount written in words will prevail.
4. Any other item as required for commissioning the system for reliable and efficient operation to be provided within the quoted price.
5. Successful bidder should mandatorily register himself under GST act in respective state, where the goods/services will be rendered.
6. The bidder shall submit GST No. & PAN.
7. Please note that selection of the bidder will be done on the technically acceptable and L-1 (Lowest One) price basis. Bidder should quote for complete scope of work as defined above.
8. Prices will remain firm till the execution of the contract.
9. The bidder shall quote the price on for Destination basis and are expected to quote considering the districts where Solar power plant have to be installed and commissioned.
10. **Payment will be made subject to receipt of funds from the office of Registrar, Hon'ble High Court of Meghalaya, Shillong - 793001.**

I/We have read all the terms and conditions of tender document and the annexures thereto and agree to accept and abide by the same into. The above quotation has been prepared after taking into account all the terms and conditions of the tender document.

(SEAL)

Signature of Tenderer or

Their Authorized Representative:

Dated:

Name & Address of Tenderer:.....

Phone No:.....

Fax no.:.....

E-Mail:.....

Opening of Technical Bids:

The procedure for opening the e-tender shall be as under:

- i. The Technical Bid should be having Notice Inviting Tender (NIT) and super scribed as “**Technical bid**” shall be opened at the time and date mentioned in the tender notice by MNREDA’s representatives in the presence of Bidders, who choose to be present.
- ii. The Technical bid will be verified by checking the original tender fee and other requisite original documents, if found in order, same shall be submitted for further Technical Evaluation.
- iii. The Marking shall be assigned against each section subject to the meeting experience through evidence submitted along with the technical offer.

Clarification of e-tender

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

MNREDA reserves the right to interpret the Bid submitted by the Bidder in accordance with the provisions of this document and make its own judgment regarding the interpretation of the same. In this regard, MNREDA shall have no liability towards any Bidder and no Bidder shall have any recourse to MNREDA with respect to the selection process. MNREDA shall evaluate the Bids using the evaluation process specified in this document or as amended, at its sole discretion. MNREDA’s decision in this regard shall be final and binding on the Bidders.

Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or matters arising out of or concerning the Selection Process. MNREDA will treat all information, submitted as part of the Offer, in confidence and will require all those who have access to such material to treat the same in confidence. MNREDA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or MNREDA.

Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, MNREDA shall reject an Offer without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent

practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process.

In such an event, the MNREDA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed on genuine pre-estimated compensation and damages payable to MNREDA for, inter alia, time, cost and effort of MNREDA, in regard to the RFP, including consideration and evaluation of such Bidder’s Offer.

Without prejudice to the rights of the MNREDA and the rights and remedies which MNREDA may have under the LOI or the Agreement, if a Bidder, as the case may be, is found by MNREDA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by MNREDA during a period of 1 (one) years from the date such Bidder or Consultant, as the case may be, is found by MNREDA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

ANNEXURE I

**EMD/ BID SECURITY DEPOSIT BY WAY OF DEMAND DRAFT/ PERFORMANCE
BANK GUARANTEE (PBG) FORMAT**

To,

Dr Joram Beda, IAS

Meghalaya New and Renewable Energy Development Agency
'Near BSF Camp, Nongmensong, Shillong, Meghalaya - 793019

E-mail: mnreda.dir@gmail.com

Website: www.mnreda.gov.in

OUR LETTER OF GUARANTEE NO.:..... Date of issue.....
in consideration of Meghalaya New and Renewable Energy Development Agency, 'Near
BSF Camp, Nongmensong, Shillong, Meghalaya - 793019(hereinafter referred to as
"MNREDA" which expression shall unless repugnant to the content or meaning
thereof include all its successors, administrators and executors) and having
issued Work Order No.....dated:.....with/ on
M/s.....(here in after referred to
as "The Agency" which expression unless repugnant to the content or meaning thereof, shall
include all the successors, administrators, and executors).

WHEREAS the Agency having unequivocally accepted to perform the services as per terms
and conditions given in the Work Order/ Sanction Order
No..... dated:..... and MNREDA
having agreed that the Agency shall furnish to MNREDA a Security Deposit by way of
Performance Guarantee for the faithful performance during the entire contract, of
the value of Rs.....

In case of Bank Guarantee:

We,..... ("The Bank") which shall include.
OUR successors, administrators and executors herewith establish an irrevocable Letter of
Guarantee No.....dated:.....in your favour for account
of.....(The Agency) in cover of
performance guarantee in accordance with the terms and conditions of the Work Order/
Sanction Order.

Hereby, we undertake to pay up to but not exceeding
Rs.....(say.....only) upon receipt by us of your first
written demand accompanied by your declaration stating that the amount claimed is due by
reason of the Agency having failed to perform the Work Order/ Sanction Order and despite
any contestation on the part of above-named agency.

This letter of Guarantee will expire on including 90
days of claim period and any claims made hereunder must be received by us on or before

expiry date after which date this Letter of Guarantee will become of no effect what so ever whether returned to us or not.

Authorized signature Chief
Manager/ Manager Seal of Bank

Note: PBG shall be valid till completion of 5 years“ O&M period plus 3 months“ claim period.

JOINT INSPECTION REPORT

This is to certify that the Solar Cold Storage installed at <Name and complete Address of the Court> was installed by M/s onThe above-mentioned Project has been jointly inspected and checked its performance in the presence of representatives of following officials on.....:

- a. MNREDA
- b. M/s <Name of Vendor>
- c. NECTAR officials.

The Solar Cold Storage has been installed in accordance with MNREDA's Technical Bid document in <Insert Complete Address of Location, where Solar Cold Storage is installed>. The quality of the work is found satisfactory; the installation of the plant is found to be completed and was tested during a trial run made in presence of the undersigned.

Signature Authorized Signatory of representative of Vendor with Official Seal & Date	Signature Authorized Signatory of beneficiary with seal & Date	Signature Authorized Signatory of representative of MNREDA with Seal & Date
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**INSTALLATION & COMMISSIONING AND HANDING OVER
CERTIFICATE**

Certified that Solar Cold Storage has been installed, commissioned, and tested successfully as per the specification at <Insert Complete Address of Location, where Solar Cold Storage is installed> and has been handed over to (Beneficiary Organization as per Work Order).....on..... (date) with the following assets.

Handed Over by:

Taken Over by User:

For M/s.....
(Authorized Signatory
Signatory)

(Authorized

Full Name & Designation
Seal & Date

Full Name & Designation
Seal & Date

Copies:

1. Copy to the beneficiary /user
2. Copy to MNREDA
3. Copy to the Successful bidder / contractor.

FORMAT FOR QUARTERLY CMC REPORT

Prepared by:

Mr. _____

For M/s. _____

(Authorized Signatory)

Name: Full Name & Designation

Seal & Date

Checked by User:

Signature

Seal & Date

*Photographs with date & time stamped of the plant and the respective equipment installed to be provided by the successful bidder.

**** *End of the Document*****