

RURAL ENERGY & INFRASTRUCTURE DIVISION

TENDER DOCUMENT



Date Extension of submission & opening of Tender no MGIRI/DR/REI-01/2016-17 for Solar Photovoltaic & Solar Thin film panel

Last date for receiving of tender has been extended up to 30th December 2016 up to 1:30 PM. Tender will be open 30th December 2016 at 2:30 PM.
Other terms and conditions remain same.
Further information kindly visit www.mgiri.org



सौर फोटोवोल्टिक और सौर पतली फिल्म पैनल निविदा विज्ञापन क्र. एमगिरि/डीआर/ग्रा. उ. ए. अ.वि.-01/2016-17 के जमा करने और खुलने की तिथी का विस्तार

आवेदन प्राप्त करने की अंतिम तिथी को 30 दिसंबर 2016 दोपहर 1:30 बजे तक बढ़ाया गया है !
निविदा आवेदन 30 दिसंबर 2016 दोपहर 2:30 बजे खुली जाएगी ! निविदा के अन्य सभी नियम और शर्तों समान रहेंगे ! अधिक जानकारी के लिए हमारी वेबसाइट www.mgiri.org को भेट दे !

Mahatma Gandhi Institute for Rural Industrialization

(A National Institute under the Ministry of Micro, Small and Medium Enterprises, Govt. of
India)

Maganwadi, WARDHA

NOTICE INVITING SHORT TENDER

Tender No. : MGIRI/DR/REI/01/2016-17 Dated: 11/11/2016

Last date of receipt of tender: 30/12/2016 till 1.30 PM

e-procurement site

<https://eprocure.gov.in/cppp/tendersfullview/id%3D3255100>

TENDER ENQUIRY IN TWO BID SYSTEM

MGIRI would like to purchase **Solar Photovoltaic Panels (Poly crystalline & Thin Film)** of different capacities. Therefore sealed tenders are invited in two separate covers for the items as per the following specifications.

1. TECHNICAL SPECIFICATION AND FEATURES FOR SOLAR PHOTOVOLTAIC PANELS (POLY CRYSTALLINE & THIN FILM):

- i) The supplier should be a registered Indian Manufacturing Company/ Corporation in India/ Firm/ Traders, etc.
- ii) The bidder should supply SPV modules as per MNRE, GOI latest guidelines “minimal technical requirements / standards for SPV systems”
- iii) The PV modules & thin film must be type test approved from any of the NABL/IEC/ MNRE Accredited Testing Calibration Laboratories.
- iv) The SPV module frame is made of corrosion resistant materials, which is electrolytically compatible with the structural material used for mounting the module.
- v) Module Junction box (weather resistant) shall be designed for long life out door operation in harsh environment.

Important information:

1. Technical Bid in separate envelopes:

Supplier details & technical specifications with the terms and conditions of supply, un-priced bid with **EMD Rs.15000/- for Solar Photovoltaic Poly crystalline Panel and EMD Rs.10000/-for Solar Photovoltaic Thin Film panels and Tender fee Rs. 1000/- in one sealed cover duly Super scribed 'Technical Bid'**.

Tender shall clearly specify that the items quoted strictly conform to the specifications, deviations if any, should be clearly indicated on a separate sheet. The Technical Bid should be submitted in the format specified in the Annexure.

Tenders shall be accompanied by Earnest Money Deposit (EMD) Rs.15000/- for Solar Photovoltaic Poly Crystalline panel and EMD Rs.10000/-for Solar Photovoltaic Thin Film panel and Tender fee Rs. 1000/- in the form of crossed demand draft drawn in favour of **'Director MGIRI, Wardha' Payable at Wardha**. No photo copy of DD will be accepted. The tender not accompanied by Earnest Money Deposit and tender fee is liable to be rejected.

2. Price Bid/ Financial Bid in separate envelope:

Price alone in both figures and words, in another sealed cover duly super scribed 'Price Bid / Financial Bid'. Each cover must be clearly marked with Title, Item Number and Date of the tender enquiry and last date of receipt of tender. The Price/ Financial Bid should be submitted in the format specified in the Annexure.

MGIRI reserves the right to accept or reject any or all tenders and also the right to place orders for full or part quantities or distribute amongst various bidders without assigning any reason whatsoever.

Important Information:

1. The supplier may contact MGIRI regarding this enquiry at any working day e.g. Monday to Friday during office hours.
2. The participants in the bidding process should have valid registrations and PAN / VAT No.
3. The bidders have to submit the bid for item in sealed covers either by post or in Person.

4. The last date for submission of Tender is **30.12.2016 till 1.30 PM**
5. Any dispute will be under Wardha Jurisdiction only.
6. Cost of Tender fee is Rs. 1000/- (One Thousand only) and EMD of Rs.15000/- for Solar Photovoltaic Poly crystalline Panel and EMD Rs.10000/-for Solar Photovoltaic Thin Film panel and it should be in the favor of Director MGIRI, Wardha payable at Wardha. The tender forms available at MGIRI or can be downloaded from the website www.mgiri.org and should be submitted along with above mentioned DD along with the bid.
7. Delivery period for the above items is within one and half months from the release of purchase order.

Tenders to be addressed to:

The Director

Mahatma Gandhi Institute for Rural industrialization,

(A National Institute under the Ministry of MSME)

Maganwadi WARDHA-442001

Maharashtra.

Phone No: +91-7152-253512/13

Fax No: +91-7152-240328

Director

Date:

Enclosures:

1. Terms and conditions as **Annexure I**
2. General Purchase Conditions of MGIRI as **Annexure – II**
3. Forms – I & II as **Annexure – III**
3. Check List as **Annexure – IV**

Tender No. MGIRI/DR/REI/01/2016-17

Annexure - I

Terms & Conditions

1. Institute reserves all rights regarding cancellation / omitting of items (s) of the tender at any stage of tendering process without assigning any reasons.
2. The cost of the items shall be inclusive of all the taxes and materials supply at MGIRI premises.
3. The decision of the Purchase Committee will be final if any dispute arises during opening or finalization of the quotations.
4. Tender should be in two bids
 - **Technical bid includes:** Form I / Manual / printed leaflets / original catalogues with product specification and CST / VAT certificates / Existing Customer list / terms and conditions etc.
 - **Price/ Financial bid includes:** Form II / prices / quotation of all items inclusive of all the taxes and materials supply at MGIRI premises.

Payment Terms

1. Payment will be released after the items duly authenticated by the competent authority at MGIRI.
2. The EMD will be released after the successful supply of material.
3. The successful bidder will have to pay Security Deposit (SD) equal to 5% of the value of the contract, which will be deducted from actual payment.
4. Delivery period for the above items is within one and half months from the release of purchase order.
5. All other Terms & Conditions shall be as per General Purchase Conditions of MGIRI.

Director in - Charge

Tender No. MGIRI/DR/REI/01/2016-17

Mahatma Gandhi Institute for Rural Industrialization

(A National Institute under the Ministry of Micro, Small and Medium Enterprises, Govt. of India)

General Purchase Conditions.

1. Definition

- 1.1 The 'Buyer' means MGIRI, an Institute in India and having its registered office at Mahatma Gandhi Institute for Rural Industrialization, Maganwadi, Wardha
- 1.2 'Supplier' means the tenderer, whose tender has been accepted and shall include his/their/her, executors, administrators or successors and permitted agents as the case may be.
- 1.3 'Purchase Order' means the letter of memorandum, communicating to the supplier, the acceptance of his/their/her tender and includes an advance acceptance of the tender.
- 1.4 'Consignee' means where the stores are required by the purchase order to be dispatched by rail, road, air or steamer, the person specified in the Purchase Order to whom they are to be delivered at the destination, where the stores are required by the Purchase Order to be delivered to a person as an interim consignee for the purpose of dispatch to another person, such other person and in any other case the person to whom the stores are required by the Purchase Order to be delivered in the manner specified therein.
- 1.5 'Inspectors': Inspectors deputed by BUYER.

2. Terms & Expressions

Terms & Expressions not herein defined shall have the same meanings as assigned to them in The Indian Sales of Goods Act, 1930, Indian Contract Act, 1872 and General Clause Act, 1897.

3. Prices

Prices accepted by the BUYER shall be considered as firm and not subject to escalation due to any variations in the prices of materials, labour and/or any other reasons whatsoever which may occur while the order is being carried out

4. Payment Terms

Unless otherwise agreed upon between the parties, payment for delivery of the items will be made on submission of bills in accordance with instructions given in the purchase order by a cheque or demand draft in accordance with the following procedure.

- a. No advance will be given for the equipment/material / shall be paid on proof of dispatch to the consignee through bank or delivery to an interim consignee, if any, and on production of Inspection Note issued by the Inspector, Maker's Test Certificate, the number and date of the Railway receipt, postal receipt, bill of lading or consignment note under which the goods charged for in the bill are dispatched by rail, post, sea or air respectively and the number and date of the letter with which such railway receipt, post receipt, bill of lading shall also be attached to the bill and in the case of stores dispatched by post, the postal receipt shall be attached in original to the bill. The bank charges shall be borne by the supplier.
- b. The payment will be released after the testing of materials by the authenticated competent authority within 30 days and EMD will be released after the delivery of material and SD. will be released after one year of payment.

5. Insurance to be arranged by Supplier as a part of the Quotation.

The supply materials should be quoted FOR to the MGIRI, Wardha. The payment will be processed after the receipt of material at MGIRI as per the specifications mentioned in the tender and in good condition

6. Inspection, Checking, Testing

The items purchase shall be subject to preliminary inspection and testing at any time prior to shipment and/or dispatch and final inspection within a reasonable time after arrival at the place of delivery. The Inspector shall have the right to carry out the inspection and testing which include raw materials at manufacturer's work and at the time of actual dispatch before and after completion of packing.

The supplier shall inform the BUYER at least 21 days in advance of the exact place, date and time of rendering the stores for required inspection, provide free access to Inspectors during normal working hours at supplier's or his/its sub-supplier's works and places at their disposal, internal test reports, material/component test certificates, approved drawings and all useful means of performing, checking, marking, testing, inspection and final stamping at his own expenses. Stores offered without internal testing shall be treated as a lapse on the part of supplier. If, after receiving inspection call from the supplier/manufacturer the inspector on reaching the works finds that the equipment/materials offered for inspection is not fully ready or fails to meet vital requirements, it will be deemed to be a fake inspection call. Issue of a fake inspection call shall be treated as a serious lapse on the part of the supplier. In the event of rejection of stores due to defective workmanship/material/design or fake inspection call, the stores would be offered for re-inspection at the earliest. The BUYER shall have the right to deduct the cost of re-inspection from the supplier's invoices. Even if inspections and tests are fully carried out, supplier shall not be absolved to any degree from their responsibilities to ensure that stores supplied, comply strictly with requirements, of the purchase order at the time of delivery, inspection on arrival at site, after its erection or start-up and guarantee period.

In any case, the stores must be strictly in accordance with the Purchase order failing which the BUYER shall have the right to reject goods and hold the supplier liable for non-performance of contract.

7. Maker's Test Certificate:

Maker's Test Certificate shall be supplied by the supplier at the time of inspection/supplying. Failure to comply may cause delay in the issue of certificate of inspection and consequent delay in delivery and payment.

8. Packing, Marking and Painting:

A. The items shall be dispatched by the supplier adequately packed in appropriate packing which should be suitable for sea and inland carriage and ensure complete safety of goods from any kind of damage in transport both on sea and land and if any damage occurs during transport, it will be the responsibility of the supplier..

B. Each package shall contain packing list in English. Each packing should bear necessary information like :

- (i) Address of the Ultimate Consignee
- (ii) Address of the Interim Consignee, if any
- (iii) Supplier's name
- (v) Name of item
- (vi) Transporter/Railway Station from where dispatched
- (vii) Purchase Order No. & Date
- (viii) Package Number
- (ix) Gross Weight in Kg
- (x) Net Weight in Kg.
- (xi) TOP' 'DO NOT TURN OVER' 'HANDLE WITH CARE' etc.

9. Security Deposit:

The successful bidder will have to pay Security Deposit (SD) equal to 5% of the value of the contract, which will be deducted from actual payment. If the material does not perform as per the specification describe in the tender then Security Deposit will be forfeited and this will be complete jurisdiction under MGIRI, and no further claim entertainment in this behalf by MGIRI.

10. Dispatch Instructions:

Dispatches of materials should be the responsibility of the supplier stores will be arranged by Public Tariff rates. In case of FOR Station of Dispatch stores shall be booked at full wagon rates whenever available and by the most economical route or by most economical tariff available. Failure to do so will render the supplier liable for any avoidable expenditure caused to the BUYER.

11. Assembly, after sales service and training:

If required by the BUYER the supplier shall be fully responsible for the assembly of the equipment at destination site and completeness of the machinery from the angle of its end use. The supplier shall provide necessary "After Sales Service" and also impart training to the Consignee's staff in the operation and maintenance of the equipment free of cost to the

satisfaction of the consignee. Furthermore, all tools and plants particularly heavy cranes, which are generally used as well as semi-skilled and unskilled labour for the assembly of such machinery will be provided by the BUYER free of cost to the supplier with consumable stores, like fuel, oil, lubricants, battery acids, cotton waste, grease etc., free of cost for the purpose of starting the machines, testing and putting them into good working order.

12. Respect of Delivery Date:

The time and delivery date as agreed to between the BUYER and Supplier shall be the essence of the contract. No variation shall be permitted, except with prior authorization in writing from the Buyer. Goods should be delivered securely packed and in good order and conditions at the place and within the time specified for their delivery.

13. Penalty for late deliveries:

The time and date of delivery of stores, materials, equipment as agreed to shall be deemed to be the essence of the contract. In case of delay in execution of the order beyond the date of delivery as agreed to for any reason, the BUYER shall recover from the supplier as penalty a sum equivalent to 0.5% of the value of the entire contract for every week of delay or part thereof limited to an aggregate of 5%.

14. Risk Purchase on Default

In case of default on the part of the supplier to supply all the stores or part thereof covered by the contract up to the standard/specifications within the contractual delivery period stipulated in the contract, the BUYER shall have the right to purchase such stores or other of similar description at the risk and cost of the supplier. However, supplier shall be liable to pay penalty under clause 13 above for resultant delay.

15. Delay due to force majeure

If any time during the continuance of the contract the performance in whole or part by either party on any obligation under the contract shall be prevented or delayed by reason of any war, hostility, explosions, epidemics, quarantine restrictions, or other acts of God, then provided, notice of the happening of any such event is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall be reason of such event be

entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the Director, MGIRI, WARDHA as to whether the deliveries so resumed shall be final and binding on both the parties.

In case Force Majeure Condition persists for a period exceeding sixty (60) days, either party may at its option terminate the contract.

BUYER shall be at liberty to take over from the supplier at a price to be fixed by the Director, MGIRI, WARDHA which shall be the final, all unused, undamaged and acceptable material, bought out components and stores in course of manufacture in the possession of the supplier at the time of such termination or portion thereof as the BUYER may deem fit.

16. Rejection, Removal of Rejected Goods and Replacement

In case the testing and inspection at any stage by inspectors reveal that the equipment, material and workmanship do not comply with the specifications and requirements, the same shall be removed by the Supplier at his/its own expenses and risk within the time allowed by the BUYER.

The BUYER shall be at liberty to dispose of such rejected goods in such manner as he may think appropriate, in the event the supplier fails to remove the rejected goods within the period as aforesaid. All expenses incurred by the BUYER for such disposal shall be to the account of the supplier.

The freight paid by the BUYER, if any, on the inward journey of the rejected material shall be reimbursed by the supplier to the BUYER before the rejected materials are removed by the Supplier. The supplier will have to proceed with the replacement of that equipment or part of equipment without claiming any extra payment if so required by the BUYER. The time taken for replacement in such event will not be added to the contractual delivery period.

17. Warranty

The supplier shall warrant that every items. Material, plant, machinery and equipment to be supplied be new and free from all defects and faults in design, material, workmanship and manufacture and shall be of the highest quality. The items should be consistent with the established, recognized or stipulated standards for material of the type usually used for the

purpose and in full conformity with the specifications and drawings or samples, if any. Equipment offered must be capable, during operation, of withstanding extreme dusty, wet, humid and sultry conditions. The warranty shall continue notwithstanding inspection, payment, acceptance of tendered equipment and shall expire except in respect of complaints notified to supplier prior to such date within 12 months from the date of commissioning.

18. Performance Guarantee

The supplier shall guarantee that any/all material used in execution of the Purchase Order shall be in strict compliance with characteristics requirements and specifications agreed upon and that same shall be free from any defects.

The supplier shall guarantee that all material and equipment shall be repaired or replaced as the case may be at his own expense in case the same have been found to be defective in respect of material, workmanship or smooth and rated operation within a period of 12 months after the same has been put in service or 18 months from the date of dispatch of last consignment, whichever is earlier. The guarantee period for the replacement parts shall be 12 months starting from the date on which the replacement parts are commissioned. Acceptance by the BUYER or his inspectors of any equipment and materials or their replacement will not relieve the supplier of his/its responsibility concerning the above guarantee.

19. Indemnity

The supplier shall at all times indemnify the BUYER against all claims which may be made in respect of stores for infringement of any right protected by patent, registration of design or trade mark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against the BUYER, the BUYER shall notify the supplier of the same and the supplier shall at his own expense either settle any such dispute or conduct any litigation that may arise there from.

The supplier shall not be liable for payment of any royalty, license fee or other expenses in respect of or for making of patents or designs with respect to which he is, according to the terms of the contract, to be treated as an agent of the Government for the purpose of making use of the patent or trade mark of fulfilment of the contract.

20. Spare Parts

The supplier shall furnish itemized and priced list of spare parts required for one years normal operation of the equipment along with the quotation

21. Drawings

The supplier shall furnish the general arrangements and dimensional drawings in three sets within four weeks from date of placement of order.

22. Literature of Equipment

Following literature and documents for the equipment shall be supplied in five copies each free of cost along with the equipment,

- (a) Operating manual / instructions
- (b) Service / maintenance manual
- (c) Illustrated and detailed parts catalogues
- (d) Specifications
- (e) A list of service tools required for routine servicing of the equipment.

23. Arbitration

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other questions, claim, right matter or thing whatsoever if any, arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or any contradictions or otherwise concerning the purchase order or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Director (accepting authority) of MGIRI and if the Director is unable or unwilling to act to the sole arbitration some other person shall be appointed by the Director willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of MGIRI. And that he had to deal with matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in disputes or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, such Director as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as an arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a term of this contract that no person other than a person appointed by such Director as aforesaid should act. Arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. Cases where the amount of award in claim is Rs. 10,000/- (Rupees Ten thousand only) and above, the arbitrator shall give reasons for the award.

Subject as aforesaid the provisions of the arbitration act 1940 or any statutory modification or re-enactment thereof and the rules made there under and for time being in force shall apply to the arbitration proceedings under this clause.

It is a term of the contract that the party invoking arbitration shall specify the disputes or dispute to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator may from time to time with consent of the parties enlarge the time, for making and publishing the award.

The work under the contract shall, if reasonably possible continue during the arbitration proceedings.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing the date of the first hearing.

The arbitrator shall give a separate award in respect of each disputes or difference referred to him.

The avenue of arbitration shall be such place as maybe fixed by the Arbitrator in his sole discretion.

The award of the arbitrator shall be final, conclusive and binding on all parties to the contract.

24. Court Jurisdiction

Disputes of any nature that may arise in connection with the execution of the contract shall be subjected to the jurisdiction of courts situated in Wardha only.

Director

FORM - I

GENERAL DETAILS OF THE SUPPLIER

S. No. Aspects Details

1. Name, address and contact details Name:

Address:

Email address:

Phone no.:

Fax no. :

2. Regd. Details:

3. PAN/ VAT/ TIN Details:

4. Any Other Certificates:

5. Items quoted S. No.

i.

ii.

6. EMD and Tender fee details:

7. Institutions who are your clients (attach extra sheet if necessary)

8. Are you agreeable to supply under bill discounting scheme (Our bank is SBI, Main Branch, Wardha):

9. Any other details:

It is certified that the above information and the documents enclosed are correct and if found to be false the tender could be cancelled.

Yours faithfully,

(Signature of Chief of Agency)

Name :

Designation :

FORM – II

RATES QUOTED*

Name of the Bidder/Supplier:

S.N .	Particulars (Items with Specifications)	Unit	Rate per Wp (inclusive all taxes/ expenses and for delivery at MGIRI)
1.	Solar Photovoltaic Poly crystalline Panel 120 -125 Wp	Wp	
2.	Solar Photovoltaic Poly crystalline Panel 175-200 Wp	Wp	
3.	Solar Photovoltaic Poly crystalline Panel 250 -300 Wp	Wp	

S.N .	Particulars (Items with Specifications)	Unit	Rate per Wp (inclusive all taxes/ expenses and for delivery at MGIRI)
1.	Solar Photovoltaic thin film 50 -75 Wp	Wp	
2.	Solar Photovoltaic thin film 100 -125 Wp	Wp	

Signature of the Bidder/Supplier

Annexure –IV

What should be super scribed in each of the 3 covers.

Envelope I: Technical Bid

Envelope II: Price/ Financial Bid

Envelope III:

Note: Envelope I and Envelope II duly sealed, should be inserted in bigger Envelope III, which may also be sealed and submitted.

Each envelope should have the following:

- Title of the Bid.....
- Tender No.
- Name of the applicant:
- Address: Director, MGIRI, Maganwadi,
- Wardha – 442 001, Maharashtra
- Stamp