

**OFFICE OF THE DEPUTY COMMISSIONER / CHIEF EXECUTIVE OFFICER  
LADAKH AUTONOMOUS HILL DEVELOPMENT COUNCIL LEH LADAKH**

**TENDER NOTICE NO: NIT No.26**

**WORK:** “Rate Contract for Design, Manufacture, Supply and Installation of Evacuated Tube Collector based Solar Water Heaters at Various Sites in Leh District of Jammu and Kashmir.”

**NIT  
FOR  
RATE CONTRACT  
FOR  
SUPPLY AND INSTALLATION  
OF  
EVACUATED TUBE COLLECTOR BASED SOLAR  
WATER HEATING SYSTEMS  
IN  
LEH DISTRICT**

**LADAKH RENEWABLE ENERGY DEVELOPMENT AGENCY (LREDA)  
(LADAKH AUTONOMOUS HILL DEVELOPMENT COUNCIL)  
PHONE: 01982-252010, 255733 Fax No.01982-250140  
Website: [www.leh.nic.in](http://www.leh.nic.in)**

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## CHECK –LIST

(To be submitted with the technical bid)

**NAME OF WORK:** “Rate Contract for Design, Manufacture, Supply and Installation of Evacuated Tube Collector based Solar Water Heaters at Various Sites in Leh District of Jammu and Kashmir.”

NAME & ADDRESS OF BIDDER:

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S.NO	ITEM	CHECK
1	Copy of MNRE Certification specifying Empanelment of the manufacturer by MNRE for manufacturing Evacuated Tube Collector Based Solar Water Heaters.	
2	Power of attorney for authorised signatory in case of companies	
3	Details of past experience against supply made to different State Nodal Agencies/ Govt. Departments.	
4	Photocopies of certificate of satisfactory performance of system supplied to State Nodal Agencies/Govt. Departments along-with copy of purchase order	
5	<b>Earnest Money Deposit (EMD)</b>	
6	Lists of Solar thermal Works at present in hand with detailed address of the site, type of system, capacity of the system and type of absorbers being used.	
7	Printed leaflets regarding products of the Company	
8	VAT/ Sales tax registration number	
9	Last three years balance sheet along with CA's certificate for last 3 year's solar water heating projects executed	
10	Solvency Certificate from the Bankers	
11	Form F!	
12	Tender Form-I	
13	Tender Form-II	
14	Contact Details of Authorized Personnels	
15	Documentary evidence of turnover of minimum 1 Cr. In previous three financial years	

Signature of Bidder

Stamp of Company

**OFFICE OF THE DEPUTY COMMISSIONER /CHIEF EXECUTIVE OFFICER  
LADAKH AUTONOMOUS HILL DEVELOPMENT COUNCIL LEH LADAKH**

**Tender Notice: NIT No. 26**

Sealed & Separate Tenders are invited on behalf of the H.E. Governor of Jammu And Kashmir from MNRE Empannelled Manufacturers or their Authorized Local Dealers, for “*Rate Contract for Design, Manufacture, Supply & Installation of Evacuated Tube Collector Based Solar Water Heaters at Various Sites in Leh District of Jammu and Kashmir.*”

The scope of the work includes Design, Manufacture, Supply, and Installation & Commissioning of various equipments / systems. Details are as under:

Cost of Document	EMD	Last date of Receiving	Date of Opening
Rs. 2000/-	Rs. 2,00,000/-	19 <sup>th</sup> April 2013	20 <sup>th</sup> April 2013

The tender document can be obtained from the above mentioned Office of the undersigned, during office hours on any working day up to **18<sup>th</sup> April 2013** by paying the cost of tender document through Bank draft in favor of Project Director LREDA Leh Ladakh. The tender documents can also be downloaded from <http://www.leh.nic.in>, <http://www.ladakhenergy.org> and the cost of tender documents can be deposited through Bank draft in favour of Project Director LREDA at the time of submitting the tenders.

The tenders shall be received at Deputy Commissioner Office Leh Ladakh. The tender should be submitted in two separate sealed envelopes. i.e. part-1 TECHNICAL/COMMERCIAL BID with EMD as mentioned above in the form of Demand Draft pledged to Project Director, LREDA, Leh and Part-II PRICE BID.

The Price Bid of only those bidders will be opened who qualify in Technical/Commercial Bid. For this a suitable date shall be announced on the date of the opening of the tenders. The Deputy Commissioner Leh reserves the right to reject any or all the tenders without assigning any reason.

-Sd-

No: DCL/Acctts./LREDA/2010 (108)

**Deputy Commissioner/CEO**

DATE: 29<sup>th</sup> March 2013

**LAHDC-LEH**

Copy to:

1. Project Director, LREDA, Leh for Information
2. Technical Director, NIC, Leh with the request to put NIT on official website.
3. Joint Director, Information, J&K Srinagar/Jammu with the request to kindly publish the NIT in one of the leading National and one state English Newspaper.
4. Notice Board, Deputy Commissioner Office, Leh.
5. \_\_\_\_\_ for Information

**Form -F1**

**SCHEDULE OF GENERAL PARTICULARS OF BIDDER**

**(To be submitted with the technical bid)**

<b>1</b>	<i>Name of the bidder</i>	
<b>2</b>	<i>Postal address</i>	
<b>3</b>	<i>Telegraphic address</i>	
<b>4</b>	<i>Telephone/Telex/Fax etc</i>	
<b>5</b>	<i>Name and designation of the representative of bidder to whom all reference shall be made to expeditious technical coordination</i>	
<b>6</b>	<i>Amount and reference of earnest money deposited</i>	
<b>7</b>	<i>Financial capacity of the contractor/firm for carrying out the work ( Annual Turnover during last three years of contractor/ firm)</i>	
<b>8</b>	<i>Has anything extra than price of one item (As mentioned in price schedule) has been written in the price schedule</i>	
<b>9</b>	<i>Experience of executing similar type of projects</i>	

Signature of the Bidder:

Date:

**TENDER FORM-I**  
**(To be submitted with the technical bid)**

To,  
The Deputy Commissioner/  
Chief Executive Officer  
Ladakh Autonomous Hill Development Council,  
Leh Ladakh  
JAMMU AND KASHMIR  
**Tel: 01982-252010, 2555733, Fax: 01982-250140**

Subject: "Design, manufacture, supply & installation of Evacuated Tube Collector based Solar Water Heaters at various Sites in Leh District of Jammu and Kashmir."

Dear Sir,

In compliance with your invitation for tender, the undersigned hereby offers for "*Rate Contract for Design, Manufacture, Supply & Installation of Evacuated Tube Collector Based Solar Water Heaters at Various Sites in Leh District of Jammu and Kashmir*" in accordance with the provisions of the contract and agrees that upon receipt of written notice of award of the contract and within 07 calendar days, the undersigned will execute contract form in accordance with the tender as accepted.

The undersigned further agrees that if awarded the contract, we will commence this work within 60 days after the date of receipt of notice to proceed with the work and that we will carry out the work within the time limit fixed in accordance with the conditions of the contract. Earnest Money for Rs 2,00,000.00 (Rupees Two lacs only) is enclosed as bank draft no. .... Date: ..... Payable at ..... Name of bank .....

Bidder is

A corporation organized in the state of .....

Signature

Title

Address

**TENDER FORM-II**  
**(To be submitted with the technical bid)**

<b>1.</b>	<b>Tender notice no</b>	NIT No. 26
<b>2.</b>	<b>Particulars of work</b>	<i>“Rate Contract for Design, Manufacture, Supply &amp; Installation of Evacuated Tube Collector Based Solar Water Heaters at Various Sites in Leh District of Jammu and Kashmir.”</i>
<b>3.</b>	<b>Completion period</b>	3 Months (From the date of award of work)
<b>4.</b>	<b>Price of tender document</b>	Rs 2000/- (Rs Two Thousand Two Hundred only) (Inclusive of trade tax)
<b>5.</b>	<b>Amount of Earnest money</b>	Rs2,00,000.00 (Rupees Two lac only)
<b>6.</b>	<b>Period for validity of Tender for acceptance</b>	3 months
<b>7.</b>	<b>Date of commencement of sale of tender document</b>	<b>29<sup>th</sup> March 2013</b>
<b>8.</b>	<b>Last date for sale of tender document</b>	<b>18<sup>th</sup> April 2013</b>
<b>9.</b>	<b>Last date for receipt of Bids</b>	<b>19<sup>th</sup> April 2013</b>
<b>10</b>	<b>Time and date for opening of technical bid</b>	<b>3:00 PM / 20<sup>th</sup> April 2013</b>
<b>11.</b>	<b>Venue for bid opening</b>	Deputy Commissioner Office, Leh -Ladakh J&K

Seal of company  
(Signature of Bidder)

Date:

**TENDER FORM- III**  
**TECHNICAL & COMMERCIAL BID**  
**(COMMERCIAL INFORMATION)**

	<b>Category of the tenderer</b>	<b>Manufacturer/ authorised dealer/ New Supplier</b>
1.	Name & address of the firm/supplier complete with telephone, MOBILE, fax nos. & E-mail etc.	
2.	Name & designation of the authorized signatory to whom reference shall be made	
3.	<b>Present activities/business of the firm</b>	
4.	<b>Type of organization</b> Sole proprietor - Partnership firm - Private Ltd. Company - Public Ltd. Company -	
5.	Name & address of subsidiaries, if any, with details of board of directors	
6.	Vat/ Sale tax registration number(attach copy)	
7.	Detail of any existing service network in Leh-Ladakh or J&K (name & address of service centres, year of opening)	
8.	EMD of Rs.2,00,000/- (Two lacs only)	
9.	Tender Fee Rs. 2000/-	
10.	Attested copy of valid/latest MNRE Empanelment attached or not?	Attached / not attached
11.	Authorised dealership agreement	Attached /not attached
12.	List of SWHS projects executed in last three years attached or not?	Attached / not attached
13.	Literature/ leaflets on products	Attached / not attached
14.	Authority letter from company for signing the papers on behalf of company with seal	Attached / not attached
15.	Copies of RCs of other States to which the applicant is a party	Attached / not attached
16.	In case the bidder is seeking purchase preference, certificate from the competent authority	Attached / not attached

Signature of the Bidder  
Stamp



**PART-I (A)**

**SCOPE OF WORK**

**I(A).1** The scope of work includes *“Rate Contract for Design, Manufacture, Supply & Installation of Evacuated Tube Collector Based Solar Water Heaters at Various Sites in Leh District of Jammu and Kashmir”* as mentioned below:-

LREDA-LAHDC has set a target for installation of solar water heating systems covering 6000 m<sup>2</sup> of 100 LPD systems and 9000 m<sup>2</sup> of 200 LPD to 500 LPD systems. To support its efforts for promotion of SWH technologies in the District, Deputy Commissioner/CEO-LAHDC invites tenders from eligible manufacturers/suppliers or its authorized dealers of solar water heating systems for arranging a rate contract for supply & installation of Evacuated tube collector based solar water heating systems in Leh District

**I(A).2 SPECIFICATIONS OF SYSTEM**

The specifications of the Solar Water Heating Systems are enclosed as ANNEXURE-I.

**I(A).3 ELIGIBLE SUPPLIERS**

- a) **MNRE Certified/ Empanelled companies or its authorized dealers/suppliers are only eligible for this tender. The bidder should be a part of the latest list of empanelment of the ministry. A certificate regarding the above conditions is to be submitted with the technical bid. Companies not fulfilling this condition would not be eligible for the tender.**
- b) **The bidder should have a turnover of minimum 1 Crore cumulatively for the previous three financial years. Documentary evidence of the same shall be submitted.**
- c) The tenderer should not have been blacklisted or debarred by any Central/State/ Public Agency from carrying out similar business during **last three financial years.**
- d) Documents in support of eligibility must be enclosed with the tender. Offers without satisfying eligibility conditions will be out rightly rejected and no correspondence in this regard will be entertained.

**I(A).4 EARNEST MONEY DEPOSIT**

- a) The tender should be accompanied with earnest money for the value of **Rs 2,00,000/- (Rupees Two Lacs only)** in the form of demand draft in favour of Project Director, LREDA payable at Leh.
- b) The offers without EMD will be rejected out rightly.
- c) EMD of unsuccessful tender shall be returned after award of the contract/ Order. No interest will be paid on the earnest money.
- d) The EMD of successful bidders may be refunded on deposition of security deposit as per the details given in the paragraph containing "security deposit".

#### **I(A).5 VALIDITY OF BID**

The rates finalized by the district purchase committee of the Ladakh Autonomous Hill Development Council shall remain **valid for a period of Two Years**.

#### **I(A).6 TIME SCHEDULE, PENALTY/LIQUIDATED DAMAGES**

- a) *The time for and date of delivery or dispatch stipulated in the supply order shall be deemed to be the essence of the contract, and should the contractor fail to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch stipulated in the supply order, the delayed consignment will be subject to **2% penalty per consignment per month recoverable on the value of the stores supplied**. In case of non-payment of the contractor, recovery will be made from his bills or amount of Earnest money or security deposited with Project Director, LREDA, provide also that:*
- b) No recovery of penalty will be made if the Deputy Commissioner/ CEO-LAHDC accepts the delayed supplies by extending the delivery period on receipt of such a request from the supplier by recording in writing that the exceptional circumstances were beyond the control of the supplier and there was no loss to the Government.
- c) On the failure of the suppliers to make supply within the extended period or otherwise and the receipt of such information in the office of the Deputy Commissioner/ CEO- LAHDC, **risk purchase at the cost of the supplier will be made by the Director, LREDA within 2 months of the expiry of stipulated delivery period by inviting short terms quotations** from the Registered and other known suppliers. The difference of excess cost thus, incurred will be recovered from the supplier from his pending bills, earnest money or security whichever is available. This procedure will be adopted after serving a registered notice to the supplier to supply stores within 15 days.

#### ***The Contractor shall not:***

- a) Assign or sublet the contract without written approval of the officer sanctioning the contract.
- b) Disclose details of the conditions governing this contract to unauthorized persons (Indenting against this contract is permissible only for the bonafide use of Governments departments and quasi public and not for private parties or for the private use of the Government officers).

#### **I(A).7 INSPECTION OF MATERIAL**

- a) The The material will be dispatched/ installed by the supplier after inspection by a team of two officers from Ladakh Renewable Energy Development Agency at the Manufacturing site.All Costs of boarding, lodging and transportation is to be borne by the supplier/manufacturer. The supplier shall provide without any extra charge, all materials, tools, testing equipments, labour and assistance of every kind which the inspecting officers may consider necessary for any test or examination which he may require to be made on the supplier premises. LREDA can also get the systems tested from any Govt. approved test centers / laboratory and the expenses shall be borne by the supplier.
- b) In case the material offered for inspection fails to meet the specifications stipulated in NIT/Order/Contract and the samples are rejected by the Inspecting Committee, the Indenting Department will have the right to levy a penalty at 0.1% of the order value. In case the material offered for inspection fails during the 2nd inspection also, the Indenting Department will have the right to increase the penalty to 0.25% of the order value. In case, the material offered fails during the 3rd and final inspection also, the firm will be liable for penal action including forfeiture of EMD, risk purchase, debarring/ blacklisting in future, and no further opportunity for inspection would be provided to the supplier firm.

**I(A).8 PERFORMANCE & GUARANTEE**

- a) All elements of the system which fail due to manufacturing defects within a period of **5 years** from the date of commissioning shall be replaced by the tenderer free of cost.
- b) The system should be guaranteed for minimum projected life of **5 years**. The guarantee period shall commence from the date of commissioning of the system.
- c) Evacuated Tubes do not come in the preview of the above guarantee however any breakage of tube before the commissioning of the system would be not be considered supplied. Only after signing of installation report by the beneficiary would the system be considered commissioned.

**I(A).9 PAYMENT TERMS**

The payment to the Bidder shall be made through crossed cheque or bank demand draft as per schedule mentioned below:

- a) 25% of the payment shall be made as advance payment to the successful bidder, subject to the submission of a bank guarantee for an equal amount valid for a period of one year at least.
- b) 70% of the payment shall be made after the installation of the system. Installation certificate shall be signed by the beneficiary. Further Inspection certificate is to be signed by the committee on solar water heater formed at the LREDA office, for the balance amount to be released to the bidder.
- c) 5% of the payment shall be released in five equal installments at the end of each year on submission of documentary evidence confirming successful O&M during that year..

**I(A).10 COMPLETION/ DELIVERY PERIOD:**

LREDA Office would issue a list of beneficiaries to the successful bidders for installation of the systems. It should be noted that the site could be anywhere in Leh District. The work should be completed within 3 Months of the intimation from the office of Project Director, LREDA.

**I(A).11 CHANGES**

No variation or modification or waiver of any of the terms and provisions of these specifications shall be deemed valid unless mutually agreed upon in writing by both the purchaser and the supplier

**I(A).12 PACKING**

The bidder shall be responsible for assuring all commodities shipped are properly packed and protected to prevent damage or deterioration during shipment. Packing and shipping cost shall be borne by the supplier. Customs clearance and all costs and actions associated with import duties taxes and processing of documents are to be borne by the bidder. The supplier shall be responsible for all damages/losses if any.

**Each system shall be packed separately (inclusive of all components) and shall be transported to the site in the same manner. Any components missing at the delivery site shall be considered incomplete and payment for that system shall not be made.**

A complete list of items shall be submitted to the office of LREDA-LAHDC before shipping the material from factory.

**I(A).13 INSURANCE**

The bidder shall provide insurance coverage ex-factory until commissioning, and acceptance for replacement or repair of any part of the consignment due to damage or loss

**I(A).14 ESTABLISHMENT OF OFFICE AT LEH:**

The Successful Bidder should establish an office at Leh with adequate number of staff including technical staff for maintenance etc. of the installed systems

## PART-I (B)

### GENERAL CONDITIONS OF CONTRACT

In construing these general conditions, the following words shall have the meaning here in assigned to them unless there is anything in the subject/contract inconsistent with such construction.

DC/CEO shall mean the Deputy Commissioner/ Chief Executive Officer LAHDC.

LREDA shall mean the Project Director or his representative of Ladakh Renewable Energy Development Agency (LREDA) with Head Office at Leh and shall include its successors and assignees.

The contractor shall mean the bidder whose tender shall be accepted by Deputy Commissioner Leh and shall include such bidder's hires, legal representative, Successors and Assignees.

Govt. shall mean the Government of Jammu and Kashmir.

- I (B).1** The item rate quoted shall be for the completed item of work at site as described and specified and shall be inclusive of all taxes, duties, royalties, etc. insurance package and any other levy.
- I (B).2** The contractor shall provide everything necessary for the proper execution of the work according to specifications and instruction.
- I (B).3** All materials and workmanship shall be as of the respective kind as described in the bill of quantities.
- I (B).4** The work shall be carried out strictly in accordance with the specification. The contract will be deemed to have read the same carefully before submitting their quotations. Wherever the above specifications are found wanting, latest PWD/MNRE and/or ISI specifications shall be followed.
- I (B).5** Deputy Commissioner Leh, reserves the right to split up the orders before various bidders and also the right not to accept the lowest or any other tenders or all the tenders in whole or in part without assigning any reason for such non acceptance.
- I (B).6** Deputy Commissioner/ CEO Leh or its duly authorized representative reserves the right to approve the quantity of work based on the performance of the supplier.
- I (B).7** All materials to be incorporated in the work shall be approved from the LREDA-LAHDC before being used in the work. The rejected materials shall be removed from the site at the cost of tenderer.
- I (B).8** Deputy Commissioner/CEO-LAHDC or his duly authorised representative shall have at all times access to contractor's premises or works and shall have the power to inspect and examine the materials and workmanship of the equipment during its manufacture. If the equipment is being manufactured in sub-contractors works, the contractor shall obtain for the purchaser and his duly authorised representative's permission to inspect and examining the workmanship of the equipment there.
- I (B).9** The contractor shall make arrangements at his own cost for all tests required to ascertain quality/workmanship of materials and the work done by him.
- I (B).10** Notwithstanding any inspection or test carried out by Deputy Commissioner/ CEO-LAHDC or his representative, the manufacturer or supplier shall carry out his own tests to ensure consistent performance and shall furnish guarantee for each unit of equipment supplied and installed. **Deputy Commissioner/CEO-LAHDC may also get random testing done through an approved testing center at the cost of the contractor/firm.**

- I (B).11** The contractor shall make his own arrangements for water and electricity required by him during the installation
- I (B).12** It will be **deemed that the contractor has visited site**, made his own assessment of the nature of work before submitting the quotation **and no claim on this account** shall be admitted by the Deputy Commissioner/CEO-LAHDC.
- I (B).13** Installation of the complete system shall be done under the **supervision of** Deputy Commissioner/CEO-LAHDC or his representatives.
- I (B).14** The contractor shall provide at his own expense all necessary tools, tackles, spanners, wrenches, jacks, ladder, winches, ropes, welding sets, concrete mixer, road roller etc. for the erection of the work and shall be responsible for unloading and transport of material covered by this contract from the nearest station to the site of erection.
- I (B).15** The contractor shall plan his erection and inform the purchaser and Deputy Commissioner/CEO-LAHDC accordingly **at least one week** in advance. The contractor shall furnish his schedule for the different erecting phase to the purchaser or his duly authorised representative.
- I (B).16** The items and quantities given in the bill of quantities are approximate and are subject to variation/addition, omissions, etc. and contractor shall have to execute the altered, additional items and quantities at the rates quoted by him. No extra claim on this account shall be entertained by the Deputy Commissioner/CEO-LAHDC.
- I (B).17** The painting scheme for the system shall be as mutually agreed upon between the purchaser and manufacturer.
- I (B).18** All exposed parts of the equipment, fittings and spares shall be suitably protected against rust and effects of weather and dust.
- I (B).19** In case the progress and/or quality of work being executed by the contractor is found by the Deputy Commissioner/CEO-LAHDC or LREDA to be unsatisfactory, the balance defective or/improper work will be executed through other agencies at the risk and cost of the contractor.
- I (B).20** On completion of the work, the contractor shall clear the structure its surroundings of all debris, rubbish, contractors tools and plants, at his own cost.
- I (B).21** The manufacturer shall supply all technical literature and drawing considered necessary for the installation, operation and maintenance of the equipment and its fittings. These shall essentially include:-
- I (B).22** Drawing showing over all dimensions and the following details:
- a) List of parts with reference to nos.
  - b) **Manual of instructions for the operation, maintenance and repairs/ equipment and special fittings, if any.**
  - c) **Checking methods and schedule for cleaning the system.**
  - d) Any other relevant technical data which would be of assistance for efficient operation and maintenance of the system including energy savings etc.
  - e) Details of manufacturing equipment, plant and machinery with their make, specification, cost and year of purchase.
  - f) Sectional view of the equipment
- I (B).23** In order to facilitate the technical scrutiny of the offers, technical data relating to the equipment and the fittings shall be furnished in the manner shown in the performa for technical bid.

- I (B).24** Notwithstanding the information required in schedule the manufacturer may furnish any additional technical data which would be of assistance in judging the product offered.
- I (B).25** Since the design parameters of equipment may vary from manufacturer to manufacture, the tenderer is at liberty to quote for his nearest standard equipment based on the technical specifications and the end use. Variance from the specified parameters shall be indicated and properly justified for each item.
- I (B).26** The manufacturer must indicate the acceptance or otherwise of stipulations of this specifications clause by clause. Offers not confirming to these stipulations are liable to be rejected.
- I (B).27** The supplier shall train purchaser's personnel for the operation and maintenance of the equipment for a particular period, mutually agreed between the supplier and the customer.
- I (B).28** Each tender is separate and independent document and should not be combined with any other tender in any matter/manner.
- I (B).29** The suppliers will have to undertake repair of the system installed by them, in case of any defect arising out of any point of time. Supplier will attend the complaints within **fifteens days** of receiving the complaint and will report to LREDA about remedial steps taken by them to the satisfaction of the user.
- I (B).30** The right of the Bidder to proceed with work shall not be terminated nor with the contract price reduced herein because of any delay in the completion of the work due to unforeseen causes beyond the control and without fault and negligence of the Bidder including (but not restricted to) act of God or public enemy, action of Government in its sovereign capacity, floods, epidemics, strikes, lockouts, fires and accidents, In the event of any of the aforesaid contingencies LREDA will be promptly kept informed by the Bidder by fax/telegram followed by confirmation in writing with documentary proof within fifteen days of commencement and cessation of force majeure circumstances. Under such circumstances reasonable extension of time shall be granted by Deputy Commissioner Leh.
- I (B).31** If at any question, dispute or differences whatsoever shall arise between Deputy Commissioner Leh and the bidder in connection with this agreement except as to matters the decision for which has been specifically provided, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and same shall be referred to the sole arbitration of the Secretary, Science & Technology Govt. of Jammu and Kashmir. This submission shall be deemed to be submission to arbitration within the meaning of The Arbitration and Conciliation Act 1996 and rules made thereafter or any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause. The award of the arbitrator shall be final and binding on the parties. Work under the agreement shall continue during the arbitration proceedings, unless the arbitrator otherwise directs.

**PART-I (C)**

**OTHER TERMS AND CONDITIONS**

- II (C).1** The offer shall be submitted on original tender form issued by this office, conditional tender and tender not accompanied by EMD shall not be accepted.
- II (C).2** The rates quoted should be FOR at site, inclusive of all taxes, octroi, VAT etc.
- II (C).3** All columns of the technical and financial bid shall be duly filled in, the rates shall not be overwritten and be both in figures and words.
- II (C).4** All corrections must be signed by the tenderers.
- II (C).5** Deputy Commissioner/CEO-LAHDC reserves the right to distribute the order/place the order on more than one supplier/firm.
- II (C).6** The offer shall be accompanied with a set of complete technical literature along with operation and maintenance manual in English
- II (C).7** Material shall be strictly as per Tender specifications.
- II (C).8** The quantity of supply mentioned in the Tender is tentative which can be increased or decreased.
- II (C).9** The firm should emboss the logo or put a sticker of LREDA/ and print the matter " **LREDA- Ladakh Renewable Energy Development Agency**" on the hot water tank.
- II (C).10** All information supplied in this tender must be supplied with confidence correct to the tenderers' best knowledge & belief. Concealment of any fact, if detected at any stage will lead to disqualification in the current and for future tenders in Leh District and forfeiture of EMD together with any other penalty as may deemed fit by Deputy Commissioner/CEO-LAHDC.
- II (C).11** Conditional tenders/ telegraphic tenders/ fax tenders will not be accepted and rejected out rightly. Therefore, all care should be taken to furnish complete information.
- II (C).12** Non furnishing of information asked for in the Tender shall lead to rejection of the tender.
- II (C).13** The EMD of the bidder is liable to be forfeited in case of evidence of cartel formation by the bidder(s).
- II (C).14** The Deputy Commissioner/CEO-LAHDC will have the right of rejecting all or any of the bid without assigning any reason thereof.

**Read and accepted.**

I/ We hereby quote to supply the goods and materials specified in the under written schedule in the manner in which and within the time specified as set forth in the conditions of contract at the rates given in the financial bid. The conditions will be binding upon me / us in the event of acceptance of my / our tender.

I / We herewith enclose Earnest Money deposit of Rs ...../- (Rupees .....only) and should I /We back out from the process or fail to execute the work order released by Deputy Commissioner/CEO-LAHDC in case our bid is accepted, I / We hereby agree that the above sum of earnest money shall be forfeited by the Project Director, LREDA.

(Signature of the authorised signatory)

Name:

Designation:

Company seal

## PART I(D)

### I (D).1 SUBMISSION OF TENDER

- a) Sealed tender should be submitted in two parts i.e. **Part-I (technical and commercial) in the format given at Annexure-II** and **Part-II (price part) in the format given at Annexure-III**. The firm should submit their offers in two separate sealed envelopes, marked on one envelop as "**Part-I "Technical and Commercial Part"**" and on other envelope as "**Part-II: Price Part**". These envelopes should again be sealed in a covering envelope along-with forwarding letter, superscribed on top with "**Offer for Rate Contract of Solar Water Heating Systems-Evacuated Tube Collector Based**".
- b) Offer should be addressed to Deputy Commissioner/ CEO-LAHDC by **designation only** and not to any other officer by name.
- c) Deputy Commissioner/ CEO-LAHDC shall resume no responsibility for misplacement or pre-mature opening of any part of tender, in case of above instructions are not complied with by the tenderer.
- d) Any offer received after the deadline for submission of offers shall be rejected and returned unopened to the tenderer.
- e) All the pages of tender documents, technical specifications, bids, supporting documents etc. shall be **duly signed** by the authorised signatory and company seal should be affixed on each page. **All pages should be properly numbered and tagged or bound to avoid loss of information during processing of documents**. Any part of the tender which is not specifically signed by the authorised signatory and not affixed with company seal shall not be considered for the purpose of evaluation.
- f) The offers should be signed and sealed by the tenderer or his authorised representative. The names and designation of all persons signing shall be typed or printed below the signature.
- g) Failure to furnish all information and documentary evidence as stipulated in the tender document **as per format** or submission of an offer that is not substantially responsive to the tender document in all respects shall be summarily rejected



## **I (D).2 DOCUMENTS TO BE ENCLOSED WITH THE OFFER**

### **Technical & commercial (Part-I)**

- a) The Technical & Commercial Part: Part-I of Tender Shall be Offered and Furnished Complete in all Respect in Annexure-II Along With Following Documents:
- b) **Latest copy of MNRE Certification specifying Empanelment of the manufacturer by MNRE for manufacturing Evacuated Tube Collector Based Solar Water Heaters.**
- c) Photocopy of partnership deed in case of partnership firm
- d) Power of attorney for authorised signatory in case of companies
- e) Details of past experience against supply made to different State Nodal Agencies/ Govt.
- f) Photocopies of certificate of satisfactory performance of system supplied to State Nodal Agencies/Govt. Departments along-with copy of purchase order,
- g) **Earnest Money Deposit (EMD).**
- h) Lists of Solar thermal Works at present in hand with detailed address of the site, type of system, capacity of the system and type of absorbers being used
- i) Printed leaflets regarding products of the Company
- j) VAT/ Sales tax registration number
- k) Last three years balance sheet along with CA's certificate for last 3 year's solar water heating projects executed
- l) Solvency Certificate from the Bankers
- m) Form FI
- n) Tender Form-I
- o) Tender Form-II
- p) Tender Form-III

### **Price part (Part-II)**

- a) The price of Solar Water heating Systems in full and complete set including all parts inclusive of packaging, transportation, FOR destination, all taxes & levies, octroi, VAT etc. should be quoted in **PART-II (A) and PART-II(B)**
- b) Price shall remain firm and fixed. Price variation clause is not acceptable.
- c) Price of bill of materials would be considered a part of the price bid and should be filled completely and properly. The filled bill of material shall be received along with the price bid.

## **I (D).3 OPENING AND EVALUATION OF OFFERS**

- a) Part-I: Commercial & Technical part will be opened on the date and time specified in Tender Form II in the office of Deputy Commissioner/ CEO-LAHDC, Leh in the presence of tenderers or their Authorised representative who wish to attend the meeting.
- b) Deputy Commissioner/ CEO-LAHDC if required may at its discretion obtain clarifications on offer by requesting such clarifications from any or all the tenderers.
- c) The Part-II: Price part of only those tenderers, whose offers are found technically and commercially acceptable after evaluation of the technical and commercial part will be opened. The date for opening of price part will be intimated separately
- d) Deputy Commissioner/ CEO-LAHDC, if required, may at its discretion extend the schedule date of opening of Commercial & Technical Part of the tender.
- e) In case the dates mentioned in this document happened to be gazetted holiday, next working day shall be deemed as the due date.

## ANNEXURE-I

### TECHNICAL SPECIFICATIONS

#### SCOPE OF WORK

*“Rate Contract for Design, Manufacture, Supply & Installation of Evacuated Tube Collector Based Solar Water Heaters at Various Sites in Leh District of Jammu and Kashmir”*

#### DETAILED TECHNICAL SPECIFICATIONS OF VARIOUS COMPONENTS OF SOLAR WATER HEATING SYSTEMS

<b>1. ABSORBER MATERIAL (Evacuated Tube Collector)</b>		
Outer Diameter	58mm	
Inner Diameter	47mm	
Length	1800mm	
Numbers	10 for 100 LPD system	
Type of Coating	ALN-SS-Cu (Three Layer)	
Structure for Collectors	Mild Steel with PP coating angle iron of 35mmx35mmx3mm; will have vertical support at top and bottom edge of the inclined plane of the collector at a distance of 1.5 M or less.	
Reflectors	Minimum 2 reflectors per 100 LPD structure should be provided.	
<b>1. STORAGE TANK SPECIFICATIONS</b>		
Material	Stainless Steel (SS-304/ IS 1730 grade)	
Thickness Fabricated using Argon arc or metal inert gas (MIG) welding	<b>Minimum thickness</b>	<b>Tank capacity</b>
	0.9 mm	100 LPD
	0.9 mm	200 LPD
	1.0 mm	300 LPD
	1.5 mm	500 LPD
c) Insulation	<p><b>1.</b> Aluminium sheet of thickness 24 SWG (0.6mm) or lower shall be used for cladding the tank insulation.</p> <p><b>2.</b> Solar water Heating System (SWHS) is to be insulated with only 75 mm thermal grade PUF Insulation of 32 kg/ meter cube or higher density</p> <p><b>3.</b> The storage tank ( 300 LPD and Above) shall be properly installed at site using enameled coated appropriate size angle iron stands (35mmx35mmx3mm) or any other specific provision suitable to site to ensure the stability against heavy storm etc</p>	

<b>3.BACK UP ELECTRIC HEATER</b>	1.5 Kw for 100 LPD system 1.5 Kw for 200 LPD system 2 x 1.5 Kw for 300 LPD system 2 x 2 Kw for 500 LPD system Adhering to IS-4159 should be provided in the hot water tank. The heater should be designed so that the system remains at a temperature of minimum 60 Deg Celcius at all times.
<b>4. MANIFOLD</b>	<ol style="list-style-type: none"> <li>1. Aluminium sheet of thickness 24 SWG (0.6mm) or lower shall be used for cladding the tank insulation.</li> <li>2. Manifold (300 LPD and above) is to be insulated with only 75 mm thermal grade PUF Insulation of 32 kg/ meter cube or higher density</li> </ol>
<b>4. SYSTEM INTER CONNECTING PIPING:</b>	Interconnecting piping is not included in the scope of works of the bidder/company. For all necessary equipments for commissioning of the system the bidder may use standard items however the expenditure is to be borne by the beneficiary.
<b>5. STANDS &amp; PEDESTALS FOR THE TANKS</b> (Hot Water Tank- 300LPD and above)	The tanks will be mounted on stands made out of MS angle iron frame of 35x35x3mm. Expenditure on grouting of the stands in cement concrete would be borne by the beneficiary.

**PART-II (A)**  
**BILL OF MATERIAL**

**100 LPD EVACUATED TUBE COLLECTOR BASED  
SOLAR WATER HEATING SYSTEM**

<b>S. No</b>	<b>Item</b>	<b>Unit</b>	<b>Unit Cost (in Rs.)</b>	<b>Quantity</b>	<b>Total Cost</b>
1.	<b>Evacuated Tubes</b> ALN-SS-Cu (Three Layer)	Nos.		10	
2.	<b>Hot Water Tank</b> (SS-304/ IS 1730 grade)	Nos.		1	
3.	<b>PUF insulation for hot water tank:</b> (75mm thermal grade PUF Insulation of 32kg/ meter cube or higher density )	mm		75	
4	<b>Structure for Collector</b> Mild Steel with PP coating angle iron of 35mmx35mmx3mm	set		1	
6	<b>Reflectors</b>	nos		2	
7	<b>Collector Holder Caps</b>	nos		10	
8	<b>Washers</b>	set		1	
9	<b>Anode Rod</b>	nos		1	
10	<b>Back up electric heater</b> (1.5 Kw)	nos		1	
11	<b>Nut and Bolts</b>	set		1	
12	<b>Transportation F.O.R. Leh</b>				
13	<b>Transportation from Local store to Site</b>				
14	<b>Installation</b>				
15	<b>Taxes and any other charges</b>				
<b>TOTAL</b>					

**Signature of Company Representative**  
**Stamp of the Company/ Bidder**

**200 LPD EVACUATED TUBE COLLECTOR BASED  
SOLAR WATER HEATING SYSTEM**

<b>S. No</b>	<b>Item</b>	<b>Unit</b>	<b>Unit Cost (in Rs.)</b>	<b>Quantity</b>	<b>Total Cost</b>
1.	<b>Evacuated Tubes</b> ALN-SS-Cu (Three Layer)	Nos.		20	
2.	<b>Hot Water Tank</b> (SS-304/ IS 1730 grade)	Nos.		1	
3.	<b>PUF insulation for hot water tank</b> ⊗75mm thermal grade PUF Insulation of 32kg/ meter cube or higher density )	mm		75	
4	<b>Structure for Collector</b> Mild Steel with PP coating angle iron of 35mmx35mmx3mm	set		1	
6	<b>Reflectors</b>	nos		4	
7	<b>Collector Holder Caps</b>	nos		20	
8	<b>Washers</b>	set		1	
9	<b>Anode Rod</b>	nos		1	
10	<b>Back up electric heater</b> (1.5 Kw)	nos		1	
11	<b>Nut and Bolts</b>	set		1	
12	<b>Transportation F.O.R. Leh</b>				
13	<b>Transportation from Local store to Site</b>				
14	<b>Installation</b>				
15	<b>Taxes and any other charges</b>				
<b>TOTAL</b>					

**Signature of Company Representative  
Stamp of the Company/ Bidder**

**300 LPD EVACUATED TUBE COLLECTOR BASED  
SOLAR WATER HEATING SYSTEM**

<b>S. No</b>	<b>Item</b>	<b>Unit</b>	<b>Unit Cost (in Rs.)</b>	<b>Quantity</b>	<b>Total Cost</b>
1.	<b>Evacuated Tubes</b> ALN-SS-Cu (Three Layer)	Nos.		30	
2.	<b>Hot Water Tank</b> (SS-304/ IS 1730 grade)	Nos.		1	
3.	<b>PUF insulation for hot water tank</b> ⊗75mm thermal grade PUF Insulation of 32kg/ meter cube or higher density )	mm		75	
4	<b>Structure for Collector</b> Mild Steel with PP coating angle iron of 35mmx35mmx3mm	set		1	
5.	<b>Hot Water Tank Stand</b> (Mild Steel with PP coating angle iron of 35mmx35mmx3mm)				
6	<b>Reflectors</b>	nos		6	
7	<b>Collector Holder Caps</b>	nos		10	
8	<b>Washers</b>	set		1	
9	<b>Anode Rod</b>	nos		1	
10	<b>Back up electric heater</b> (2 x 1.5 Kw)	nos		1	
11	<b>Nut and Bolts</b>	set		1	
12	<b>Transportation F.O.R. Leh</b>				
13	<b>Transportation from Local store to Site</b>				
14	<b>Installation</b>				
15	<b>Taxes and any other charges</b>				
<b>TOTAL</b>					

Signature of Company Representative  
Stamp of the Company/ Bidder

**500 LPD EVACUATED TUBE COLLECTOR BASED  
SOLAR WATER HEATING SYSTEM**

<b>S. No</b>	<b>Item</b>	<b>Unit</b>	<b>Unit Cost (in Rs.)</b>	<b>Quantity</b>	<b>Total Cost</b>
1.	<b>Evacuated Tubes</b> ALN-SS-Cu (Three Layer)	Nos.		50	
2.	<b>Hot Water Tank</b> (SS-304/ IS 1730 grade)	Nos.		1	
3.	<b>PUF insulation for hot water tank:</b> (75mm thermal grade PUF Insulation of 32kg/ meter cube or higher density )	mm		75	
4	<b>Structure for Collector</b> Mild Steel with PP coating angle iron of 35mmx35mmx3mm	set		1	
5.	<b>Hot Water Tank Stand</b> (Mild Steel with PP coating angle iron of 35mmx35mmx3mm)				
6	<b>Reflectors</b>	nos		10	
7	<b>Collector Holder Caps</b>	nos		50	
8	<b>Washers</b>	set		1	
9	<b>Anode Rod</b>	nos		1	
10	<b>Back up electric heater</b> (2 x 2 Kw)	nos		1	
11	<b>Nut and Bolts</b>	set		1	
12	<b>Transportation F.O.R. Leh</b>				
13	<b>Transportation from Local store to Site</b>				
14	<b>Installation</b>				
15	<b>Taxes and any other charges</b>				
<b>TOTAL</b>					

**Signature of Company Representative  
Stamp of the Company/ Bidder**

**PART II (B)**

**PRICE BID**

**Name of work-** *“Rate Contract for Design, Manufacture, Supply & Installation of Evacuated Tube Collector Based Solar Water Heaters at Various Sites in Leh District of Jammu and Kashmir”*

**NOTE: All the Items in the Price Bid should adhere to the specifications given in the Annexure –I of this Tender Document.**

<b>100 Litres Per Day (LPD)</b>			
<b>ITEM</b>	<b>QUANTITY</b>	<b>Rate/Unit(Rs.)</b>	<b>AMOUNT</b>
a)100 LPD Complete System (as per the bill of material)	1 System		
<b>TOTAL AMOUNT</b>			

<b>200 Litres Per Day (LPD)</b>			
<b>ITEM</b>	<b>QUANTITY</b>	<b>Rate/Unit(Rs.)</b>	<b>AMOUNT</b>
a)200 LPD Complete System (as per the bill of material)	1 System		
<b>TOTAL AMOUNT</b>			

<b>300 Litres Per Day (LPD)</b>			
<b>ITEM</b>	<b>QUANTITY</b>	<b>Rate/Unit(Rs.)</b>	<b>AMOUNT</b>
a)100 LPD Complete System (as per the bill of material)	1 System		
<b>TOTAL AMOUNT</b>			

<b>500 Litres Per Day (LPD)</b>			
<b>ITEM</b>	<b>QUANTITY</b>	<b>Rate/Unit(Rs.)</b>	<b>AMOUNT</b>
a)100 LPD Complete System (as per the bill of material)	1 System		
<b>TOTAL AMOUNT</b>			

**Signature of Company Representative  
Stamp of the Company/ Bidder**



**ANNEXURE II**  
**CONTACT DETAILS OF LOCAL AUTHORIZED PERSONNELS**

*(To be submitted at the time of agreement by the successful bidder)*

<b>S.No</b>	<b>Authorized Personnels</b>	<b>Full Name</b>	<b>Full Address</b>	<b>Contact No.</b>	<b>Alternate No.</b>
<b>1</b>	<b>Authorized Dealer</b>				
<b>2</b>	<b>Plumbing Issues</b>				
<b>3</b>	<b>Evacuated Tube Replacements</b>				
<b>4</b>	<b>Re-fitting fo system</b>				
<b>5</b>	<b>Leakage in tanks</b>				
<b>6</b>	<b>Custom Installations</b>				
<b>7</b>	<b>Missing accessories &amp; replacements</b>				
<b>8.</b>	<b>Insulation Issues</b>				

**NOTE**

- 1. All addresses and contact details should be local.**
- 2. All personnels should be local and ID proof for the same is to be submitted.**
- 3. Agreement would be signed only after the Verification of personnels is done.**
- 4. LREDA-LAHDC has the right to remove/refuse any of the personnel if found unsatisfactory. The bidder should appoint a new personnel within fifteen days of removal.**

**(Signature of the Bidder with stamp)**