

TENDER CALL NOTICE NO.
109/PM/ ELECT /OPHWC/2022-23

BID DOCUMENT
FOR

REPAIR AND REPLACEMENT OF SOLAR PANEL, PCU, BATTERY ETC.
ALONG WITH ALL REQUIRED MATERIALS TO RESTORE SOLAR POWER
SYSTEM INSTALLED AT DIFFERENT POLICE STATIONS THROUGHOUT
THE STATE AND COMPREHENSIVE MAINTENANCE CONTRACT FOR A
PERIOD OF 03 (THREE) YEARS AFTER EXPIRY OF ONE YEAR
COMPREHENSIVE WARRANTY PERIOD



PROJECT MANAGER
[ELECTRICAL DIVISION]

The Odisha State Police Housing & Welfare Corporation Ltd., Janpath,
Bhoi Nagar, Bhubaneswar - 22.



**THE ODISHA STATE POLICE HOUSING & WELFARE CORPORATION LTD.
JANAPATH, BHOINAGAR, BHUBANESWAR – 22.
[Electrical Division]**

Ph: 0674-2541545, 2542921, Fax: 0674-2541543

E-mail: pmelectricalophwc2021@gmail.com, Website: www.ophwc.nic.in

TENDER CALL NOTICE

BID REFERENCE NO: - 109 /PM / ELECT / OPHWC/ 2022-23

<u>INVITATION FOR BIDS (IFB)</u>			
1.	The Project Manager, Electrical Division (OSPH&WC), Odisha, Bhubaneswar invites Percentage rate bids in single cover system for following works as detailed below:-		
2.	Nature of work	:	Repair and Replacement of Solar Panel, PCU, Battery etc. along with all required materials to restore Solar Power System installed at different Police Stations throughout the State and Comprehensive Maintenance Contract for a Period of 03 (three) years after expiry of one-year Comprehensive Warranty Period.
3.	No. of Work	:	19 Nos.
4.	Value of Tender	:	Rs.2,36,896.00 to Rs.3,39,787.00
5.	EMD & Bid Cost	:	(As per column 4 & 5 of the IFB)
6.	Eligibility Criteria	:	Firms enlisted under OSPH&WC for Installation of Off-Grid Solar System (Group-A)
7.	Availability of Bid Documents in the Website www.ophwc.nic.in	:	Dt.20.03.2023 to Dt.26.03.2023 up to 5.00 P.M.
8.	Last date /time of Receipt of Bids	:	Dt.27.03.2023 up to 12.30 P.M
9.	Date of Opening Bid	:	Dt.27.03.2023 at 1.00 P.M.
10.	Further details can be seen from the website: www.ophwc.nic.in Any addendum/corrigendum/cancellation of tender can also be seen in the said website.		
<div>Sd/- Project Manager OSPH&WC, Bhubaneswar.</div>			

BID DOCUMENTS

**THE ODISHA STATE POLICE HOUSING & WELFARE CORPORATION LTD.
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BID REFERENCE NO: - 109/PM/ ELECT /OPHWC/2022-23

INVITATION FOR BIDS (IFB)

1. The Project Manager, Electrical Division, The Odisha State Police Housing & Welfare Corporation Ltd., Bhubaneswar invites Percentage Rate bids in single cover system for Repair and Replacement of Solar Panel, PCU, Battery etc. along with all required materials to restore Solar Power System installed at different Police Stations throughout the State and Comprehensive Maintenance Contract for a Period of 03 (three) years after expiry of one-year Comprehensive Warranty Period as detailed in the table from the firms enlisted under OSPH&WC for installation of Off-grid Solar system (Group-A). Every bidder is expected to inspect the site of proposed works before quoting their rates.

2. The bidders should submit bids for the following works separately for each project otherwise the tender shall be rejected.

Sl. No	Name of the work	Estimated Cost (Rs.)	EMD/Bid Security (Rs.)	Cost of Bid Document Inclusive of 18% towards GST (Rs.)	Period of completion	Eligibility Criteria
1	2	3	4	5	6	7
Single Cover (NOTICE NO :- 109 / PM/ ELECT / OPHWC/ 2022-23)						
<u>NAME OF THE WORK</u>						
Repair and Replacement of Solar Panel, PCU, Battery etc. along with all required materials to restore Solar Power System installed at different Police Stations throughout the State and Comprehensive Maintenance Contract for a Period of 03 (three) years after expiry of one-year Comprehensive Warranty Period at following Police Stations.						
1	BANDHUGAON POLICE STATION IN THE DISTRICT OF KORAPUT.	2,53,896.00	2539.00	2360.00	30 days	firms enlisted under OSPH&WC for installation of Off-Grid Solar System (Group-A)
2	NARAYANPATNA POLICE STATION IN THE DISTRICT OF KORAPUT.	2,36,896.00	2369.00	2360.00	30 days	-do-
3	PODWA POLICE STATION IN THE DISTRICT OF KORAPUT.	2,36,896.00	2369.00	2360.00	30 days	-do-
4	GANGAPUR POLICE STATION IN THE DISTRICT OF GANJAM.	2,89,787.00	2898.00	2360.00	30 days	-do-
5	TARASINGHI POLICE STATION IN THE DISTRICT OF GANJAM.	2,89,787.00	2898.00	2360.00	30 days	-do-

6	BADAGADA POLICE STATION IN THE DISTRICT OF GANJAM.	2,89,787.00	2898.00	2360.00	30 days	-do-
7	SORODA POLICE STATION IN THE DISTRICT OF GANJAM.	2,89,787.00	2898.00	2360.00	30 days	-do-
8	PATTAPUR POLICE STATION IN THE DISTRICT OF GANJAM.	2,89,787.00	2898.00	2360.00	30 days	-do-
9	KODINGA POLICE STATION IN THE DISTRICT OF NABARANGPUR.	2,36,896.00	2369.00	2360.00	30 days	-do-
10	RAIGARH POLICE STATION IN THE DISTRICT OF NABARANGPUR.	2,36,896.00	2369.00	2360.00	30 days	-do-
11	KOTAGARH POLICE STATION IN THE DISTRICT OF KANDHAMAL.	3,39,787.00	3398.00	2360.00	30 days	-do-
12	DARINGIBADI POLICE STATION IN THE DISTRICT OF KANDHAMAL.	2,89,787.00	2898.00	2360.00	30 days	-do-
13	BRAHMANIGAON POLICE STATION IN THE DISTRICT OF KANDHAMAL.	3,05,787.00	3058.00	2360.00	30 days	-do-
14	CHAKAPADA POLICE STATION IN THE DISTRICT OF KANDHAMAL.	2,89,787.00	2898.00	2360.00	30 days	-do-
15	CHITRAKONDA POLICE STATION IN THE DISTRICT OF MALKANGIRI.	2,93,287.00	2933.00	2360.00	30 days	-do-
16	PODIA POLICE STATION IN THE DISTRICT OF MALKANGIRI.	2,93,287.00	2933.00	2360.00	30 days	-do-
17	MUDULIPADA POLICE STATION IN THE DISTRICT OF MALKANGIRI.	2,36,896.00	2369.00	2360.00	30 days	-do-
18	MV-79 POLICE STATION IN THE DISTRICT OF MALKANGIRI.	2,36,896.00	2369.00	2360.00	30 days	-do-
19	MOTU POLICE STATION IN THE DISTRICT OF MALKANGIRI.	2,36,896.00	2369.00	2360.00	30 days	-do-

N.B. - The quoted rate should be all inclusive but exclusive of G.S.T.

Requirements under Goods & Service Tax Act.

The supplier of goods or service or both shall submit the tax invoice for release of payment and the tax invoice should include all the particulars and contents as required under section-31 of the CGST/SGST/IGST/UTST Act, 2017 read with rules made there under, including the followings:

- a. Correct Name, Address & GST No. of both the Supplier and recipient.
 - b. "Tax Invoice" should be clearly mentioned on the invoice copy.
 - c. GST should be clearly mentioned separately.
 - d. Correct classification of supply of goods, services or both should be made.
 - e. Nature of supply whether it is interstate or intra state should be mentioned.
 - f. Place of supply should be mentioned.
 - g. Prevailing rate of tax should be clearly mentioned.
 - h. Levy of Tax whether as forward charge or reverse charge should be mentioned.
 - i. The supplier shall submit a original copy of Tax Invoice to the Corporation (OSPH&WC).
- A. The supplier shall declare that the tax so collected from the Corporation will be duly discharged either by using input tax credit or paid as per provisions under GST Act.
- B. The supplier shall declare that the supply date as mentioned in the invoice will be disclosed

correctly in the relevant monthly return (such as GSTR-1, GSTR-2, GSTR-3, GSTR-3B and other relevant forms).

- C. The supplier shall also agree that he will compensate for input tax credit if not allowed to Corporation due to non-disclosure or improper disclosure in the aforesaid returns as required under GST Act.
- D. If the supplier is unregistered under GST Act., in that case the supplier should submit an undertaking that his turnover is within the threshold limit.
- E. Anti-profiteering clause. : The supplier should declare that the benefit on account of change of rate of GST and input tax credit will be passed on to Corporation by way of reducing the contact prices and there shall not be any double taxation.
- F. As and when GST Law requires deduction of withholding tax i.e., TDS under section 51 of GST Law, Corporation shall deduct such tax as per prevailed provisions.
- G. Supplier of goods shall issue way bill as and when required as per provisions of GST law for supply of goods.

3. The tender document will be available from the web site www.ophwc.nic.in and the same may be downloaded to be used for tender offer. An amount of the tender paper cost as mentioned in the Column – 5 of the above table [Non-refundable] for each project in shape of Demand Draft / Pay Order drawn on any Scheduled Bank, payable at Bhubaneswar in favour of the “The Odisha State Police Housing & Welfare Corporation Ltd, Bhubaneswar.” should enclosed along with the tender, failing which tender shall be rejected.

4. The tenders/bids can be sent by post or courier or dropped in the tender Box at the office of the undersigned as well. However, authorities shall not be responsible for postal and other delays in receipt of bids.

5. Bid documents consisting of specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in the website: www.ophwc.nic.in

6. The authority will not be held responsible for any technical snag or network failure during downloading the tender documents.

7. The bidders are requested to submit the Demand Draft / Pay Order for cost of tender paper, copies of the valid H.T/M.V electrical license (ELBO) / MOU with the Electrical contractor duly notarized, Income tax return copy, PAN card, GST Registration certificate, EPF Registration certificate, ESI Registration certificate and proof of executing same nature of work with copy of work order and completion certificates in support of credential should be enclosed with the tender otherwise the bid shall be rejected. The latest authenticated documentary proof shall be submitted The proof submitted earlier in some other contest shall not be treated as valid and sufficient.

8. The Bidders/Contractors having any type of adverse remarks from Govt./PSU regarding past work experience shall not eligible for apply of tender. This will be the part of the affidavit to be furnished otherwise the bid shall be rejected.

9. To participate in the tender the bidder has to furnish the copy of GSTR-1 of preceding months of tender date otherwise the bid shall be rejected.

10. An affidavit is to be furnished by the bidder at the time of submitting bid document that he is not blacklisted / defaulter contractor or Firm etc. in support of the tender otherwise the bid shall be rejected. The authority reserves the right to reject any or all the bids without assigning any reason thereof and can impose any conditions as deemed proper before finalisation of tender.

11. The bidding document should be super scribed "Name of the work with Sl. No as per IFB & Tender No."

12. Bids submitted otherwise than in the manner prescribed in the tender document shall be rejected.

13. **EMD** - The tender document shall be accompanied with EMD as mentioned in the Column- 4 of the above table in shape of D.D. / Pay order / F.D (pledged in favour of "The Odisha State Police Housing & Welfare corporation Ltd, Bhubaneswar.") drawn on any Scheduled Bank in favor of the "The Odisha State Police Housing & Welfare corporation Ltd, Bhubaneswar." payable at Bhubaneswar failing which the tender shall be rejected. The **EMD** of the successful tenderer will be refunded after completion of the Comprehensive Maintenance Contract for a period of 03 (three) years and will not carry any interest. The **EMD** of the unsuccessful tenderer will be refunded after completion of the tender process.

14. "If more than one bid is quoted at same percentage (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the Tender Accepting Authority will select the Bidder having highest average Annual Financial Turnovers of immediately preceding consecutive three financial years. The bidder should submit audited Balance Sheets / Financial statements or Accounts certified by Chartered Accountant with UDIN number of ICAI towards the proof of Turnover.

In case the bidder does not have proof of Annual Financial Turnover of any one financial year as stated above, then the Annual Financial turnover of one year preceding consecutive three years will be considered for selecting the Bidder and towards the proof of turnover, the bidder should submit audited balance Sheets / Financial statements or Accounts certified by Chartered Accountant with UDIN number of ICAI".

15. (Ammendment to Para 3.5.5(v) Note-ii of OPWD Code Vol-I by modification)

Note-(II) Additional performance Security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, the successful bidder who have quoted less bid price/rates than the estimated cost put to tender shall have to furnish as per works Deptt. Office Memorandum No – 075569000520214559/W, dt.05.04.2021 as Additional Performance Security in shape of Demand Draft / Term Deposit Receipt pledged in favour of "The Odisha State Police Housing & Welfare corporation Ltd, Bhubaneswar." payable at Bhubaneswar is to be submitted by the successful bidder who shall deposit the same within seven (7) days of opening of bid failing which the bid of the successful bidder would be cancelled and the security deposit would be forfeited. If permissible in law further proceedings for black listing would be initiated.

16. Availability of Bid Documents in the

Website www.ophwc.nic.in :- Dt.20.03.2023 to Dt.26.03.2023 up to 5.00 P.M

17. Last date for receipt of tender document is up to :- 12.30 P.M of Dt.27.03.2023
18. Date of opening of bid at :- 1.00 P.M of Dt.27.03.2023
19. The authority reserves the right to reject any or all the bids without assigning any reason thereof. No claim, whatsoever, shall be admissible for the alleged loss/damages suffered by bidders on account of such rejections.
20. All the information as called for in the tender document should be submitted truly, clearly, legible transparently, unambiguously and without the use of abbreviations. It shall be submitted in English only.
22. All the crucial figures, like rates and amount should be written in figures followed by words in a bracket.
23. There shall be no over writing in the tender document and other papers submitted. All additions, alternations, deletions and cutting should be initialed with rubber-stamp (or seal) by the same person, who signs the tender document, failing which so, the tender may be rejected.
24. The original documents of the successful lowest bidders will be verified at the office of the undersigned within five (5) working days of opening of the bid failing which his tender is liable for rejection.
25. All the rates and amounts shall be quoted in Indian Rupee and shall be presumed to be in Indian Rupee only unless specifically permitted to be quoted otherwise in this tender document.
26. Each page of this tender document should be signed by the bidder with seal in token of having read, understood and accepted the terms and conditions of this contract.
27. Use separate piece of paper where the space provided in the formats in this tender document for submission of information is not sufficient.
28. All information submitted or supplied in the formats of this tender document shall be presumed to be true to the best of knowledge of bidder.
29. If the last date for receipt of the tender/bid turns out to be a holiday, it will automatically be extended to next working day.
30. A bid submitted can not be withdrawn. The bidder or his authorized representative (one person only) will be allowed to be present at the time of opening of tenders. They will not participate in the discussions. Clarification sought, if any may be provided by them.
31. The Contractor will quote percentage excess/less up to two decimal point only. If he writes the percentage excess/less up to three or more decimal points, the first two decimal point shall only be considered without rounding off.

32. If the bidder has a relative employed as an Officer in the rank of Deputy Manager & above in OSPHWC, Bhubaneswar, he shall inform the same in the bid mentioning the exact details in a covering letter along with the tender, failing which his bid will not be considered. Also if the fact of relationship subsequently comes to light, his contract will be rescinded. The bid security or the performance security will be forfeited and he shall be liable to make good any loss or damage resulting from such cancellation. In case the bidder has no relationship with any of the officers mentioned above he shall have to furnish with his bid a certificate.

33. Advance payment /part payment will not be entertained before completion and handing over the work to the concerned user authority.

34. Deduction towards Labour Cess @ 1% shall be made from the gross amount of the contractor's claim/bill.

35. No claim can be made due to some unforeseen delay for release of payment.

36. Payment of bill will be made only after successful completion of the work in all respects i.e. Supply, Installation, Testing & Commissioning and hand over the work to the concerned user authority.
(Payment Clause)

37. Deduction towards Security money @ 5 % shall be made from the gross amount of the contractor's claim/bill and same will be released after successful completion of the Comprehensive Maintenance Contract for a period of 03 (Three) years and will not carry any interest.

38. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the OSPH&WC harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost till completion of comprehensive warranty period.

39. Any damages caused by natural calamities should be done by the contractor at his own cost. The OSPH&WC will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor till completion of comprehensive warranty period.

40. If the contractor fails to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the OSPH&WC on account of such breach, pay as agreed compensation @ 0.5% per day for delay of work, delay to be counted as per day basis. Provided that the total amount of compensation for delay to be paid under this condition shall not exceed 5 % of the work order Value.

41. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing well before of the happening of the event causing delay with specific reason in form No - 10 of the OAM (OSPH&WC). The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.

42. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the contractor by the tender calling authority in writing within due time.
43. All the transit risk shall be responsibility of the contractor.
44. Failure to complete the work in full within the stipulated period may lead to forfeiture of EMD and blacklisting of the contractor/firm.
45. The authorities are not bound to accept the lowest quoted rate.
46. Terms and conditions of this tender document cannot be negotiated for variations.
47. The authority reserves the right to reject any or all tender in whole or part without assigning any reason and can impose any other condition(s) as deemed proper before or in course of finalisation of the tender.
48. The approved tender may be cancelled by the authority any time during validity without assigning any reason thereof and no claim can lie against OSPHW&C for such cancellation.
49. All materials required for the work should be as per the make & specifications mentioned in the DTCN. Before take up the work the A.P.M (Electrical) concerned shall verify/ certify the make, specification and quality of all materials.
50. All the disputes shall be subject to Jurisdiction of Civil Courts situated at Bhubaneswar in exception to High Court Orissa, Cuttack.

Sd/-
Project Manager

TECHNICAL SPECIFICATIONS

Sl. No	Name of the item	Specifications & Make
1	Off grid Solar power conditioning unit	3 KVA/48V/ 1 Ph 230 V, 50Hz Make- Statcon energia/ Microtek
2	Battery Bank	12V/ 150AH Make- Exide/ Luminous/Waaree
3	Solar PV Panel	Minimum 250WP, Make-Waaree / Microtek /Sova/Shanti
4	Module Mounting Structure	GI
5	AJB	Make- Legrand, L&T
6	DCDB	Make- Legrand, L&T
7	ACDB	Make- Legrand, L&T
8	DC-Solar Cable/ 4 Sq.mm	Make- KEI, Polycab, Microtek
9	AC Cable-1 - 6 Sq.mm (1 core)	Make- KEI, Polycab, Microtek
10	AC Cable-2 - 25 Sq.mm (1 Core)	Make- KEI, Polycab, Microtek
11	Chemical Earthing	1.5 Mtr. Long - GI- 40 mm dia. Chemical Earthing Make- Forcast, Universal
12	GI flat for Earthing	25 MM X 3 MM GI flat

COMPREHENSIVE MAINTENANCE CONTRACT (CMC)

The PV module (s), battery bank, Inverter and other sub - components will be warranted as per the given clause. The manufacturers can also provide additional information about the system and conditions of warranty as necessary.

Scope of Operation & Maintenance of SPV Power Plant for a period of 3 years from date of expiry of one-year Comprehensive Warranty Period.

Regular maintenance of the SPV Power Plant for a period of 3 years after expiry of one-year Comprehensive Warranty Period along with supply of consumable items and necessary spare parts if any.

- 3 years maintenance period shall begin from the date of expiry of one-year Comprehensive Warranty Period. Normal and preventive maintenance of the power plant, tightening of all electrical connections, changing of tilt angle of module mounting structure, cleaning & greasing of battery terminals, etc. Shall be covered under CMC and performed once in three months. The report should be counter signed by the user authority and submitted to OSPHWC for record.
- During maintenance period of the power plant, if there is any loss or damage of any component of the power plant due to miss management/miss handling or due to any other reasons pertaining to the vender's deputed personnel, what-so-ever, the vender shall be responsible for immediate replacement/rectification. The damaged component may be repaired or replaced by new component. It is understood after examination the performance of the component or the system shall not degrade. Upon intimation of any breakdown/fault, the vendor shall take steps to rectified the same within a maximum period of 48 hrs.

DRAWINGS & MANUALS

2 copies of Engineering, electrical drawings and Installation and O&M manuals are to be supplied by the bidder. Bidders shall provide complete technical data sheets for each equipment giving details of the specifications along with make/makes in their bid along with basic design of the power plant and power evacuation, synchronization and distribution for street lighting system along with protection equipment. Approved ISI and reputed makes for equipment be used. For complete electro-mechanical works, bidders shall supply complete design, details and drawings for approval to OPHWC before progressing with the installation work.

ACCEPTANCE/REJECTION

OPHWC reserve the right to accept/reject any or all tenders without assigning any reason thereof and alter the quality of materials mentioned in the tender documents at the time of placing work order Tender. Tender will be summarily rejected if.

- I. EMD at the rate of 1% of the estimated value is not deposited in shape of Bank Draft in favour of OPHWC payable at Bhubaneswar.
- II. Complete technical details are not enclosed.
- III. Tender is received after the last date for what-so-ever reasons.

COMMERCIAL TERMS AND CONDITIONS

The offer should as per the attached Price Bid and taxes (GST) separately. The quoted rate must inclusive of packing, forwarding, loading, unloading charges, cost of insurance and transportation for destination where the system will be installed etc. as per work order.

All taxes and duties as prescribed by GST norms shall be applicable.

PERFORMANCE SECURITY DEPOSIT TOWARDS CMC

(COMPREHENSIVE MAINTENANCE CONTRACT)

The successful bidder must deposit three nos. of Bank Guarantee (BG) each of value equal to 2% of ordered value towards security cum performance guarantee fees with OPHWC, Bhubaneswar along with bills, challans and all other document as per payment clause before processing payment. Bank Guarantee will remain valid for 1, 2 and 3 years respectively from the date of expiry of one-year Comprehensive Warranty Period. The Performance Bank Guarantees will be returned after completion of 2nd, 3rd and 4th year of successful maintenance subject to receipt of satisfactory report from the User Authority.

FORFEITURE OF SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE

The said deposit would be forfeited in the following cases.

- If the system are not installed and commissioned as per given schedule.
- If the system are not properly maintained and the performance of the system do not meet the standard mentioned in the work order.

WORK EXECUTION SCHEDULE

- All ordered system must be installed and commissioned in all respects within 30 days of receipt of firm work order.
- Under exceptional circumstances the period of execution can be extended reasonably only upon writer request by the vender.
- Upon intimation about commissioning of the system by the executing agency a joint inspection will be carried out by the representatives of executing firm and officers of OPHWC.

VALIDITY OF OFFER

The offer must be kept valid for a period of one year from the date of opening of tender. No escalation clause except the admissible tax component under the period of consideration would be accepted.

WARRANTY

- The complete system should be warranted against any manufacturing defect or bad workmanship at least 4 years from date of commissioning of the system.
- Battery Bank should be maintenance free and warranted for a period of 4 years.
- Warrantee certificate to this effect must be furnished along with the commissioning reports. Any defects noticed during warranty period should be rectified/replaced by the supplier free of cost upon intimation by authority.
- The supplier will furnish warranty certificate from the manufacturer positively for solar panel, PCU, Battery, AC&DC junction box besides other balance of equipment.

INSPECTION

- All testes and inspections shall be made at the place of delivery. Officers authorized by OPHWC shall be entitled at all reasonable time to inspect and supervise and test during erection and commissioning. Such inspection will not relieve the executing firm of their obligation in the contract.
- OPHWC shall have the right to have the tests carried out at its own cost by an independent agency at any point of time.

PAYMENT

- 90% of the cost of system and installation charge along with all applicable tax shall be released upon commissioning of the systems at the location specified in the work order upon due verification by authorized officers and submission of following documents.
 - Performance report signed by the User Authority.
 - JCC.
 - Warranty.
 - GPS based photograph.
 - Web enabled generation report.
 - I-V Curves.
 - Operation manual.
 - Dos & Don'ts in the form of a booklet.
 - Conducting training programme.
- Balance 10% of cost of the supplied materials, installation & commissioning charges will be released after 3 months successful performance of the systems and submission of performance reports thereon.

EXECUTION

Execution of work shall be carried out in an approved manner as outlined in the technical specification or where not outlined, in accordance with relevant Indian Standard Specification, to the reasonable satisfaction of the Authorized OPHWC officer.

COMPREHENSIVE MAINTAINANCE CONTRACT (CMC)

The bidder must enter into a Comprehensive Maintenance Contract for the specified period (03 years) after expiry of one-year Comprehensive Warranty Period at the time of execution of the order and during the process of bidding, CMC format as enclosed at Annex-A, in the DTCN need not be submitted along with the bid.

LIMITAION OF LIABILITY

OPHWC, will, in no case be responsible for any accident fatal or non-fatal, caused to any worker or outsider in course of transport of work. All the expenditure including treatment or compensation will be entirely borne by the Executants. The Executants shall also be responsible for any claims of

the workers including PF, Gratuity, ESI & other legal obligations. The bidder must ensure that the workmen deployed in the project are adequately qualified and cover under required insurance.

DISPUTE

All the disputes shall be subject to Jurisdiction of Civil Courts situated at Bhubaneswar in exception to High Court Orissa, Cuttack.

Sd/-
Project Manager

Model Bank Guarantee Format for Performance Security

Annexure-II of Finance Department Office Memorandum 4939 dtd 13.2.12, Govt. of
Odisha
[Ref Para 22(i1)]

To

WHEREAS----- (name and address of the supplier)

(hereinafter called "the supplier") has undertaken. in pursuance of contract no-----

dated----- to supply -----(description of goods and services) (herein after called "the contract")' AND WHEREAS it has been -stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein, as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee; NOW THEREFORE we hereby affirm that we, are guarantors and responsible to you on behalf of the supplier. up to a total of ----- .(Amount of the guarantee in words and figures).and we undertake to pay you. Upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee)as aforesaid. without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your- demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other 'modification of the terms of the contract to be performed there under or of any of the contract documents --which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change. Addition or modification.

This guarantee shall be valid until the day of-----20----- Our branch at * (Name & Address of the ____ * branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our----- * branch a written claim or demand and received by us at our ____ * branch on or before Dt.----- otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal.name& address of the Bank and address of the Branch

SAMPLE FORMAT FOR C.M.C (Annexure-A)

(Subject to modification as per suitability of system and project requirement)

Comprehensive Maintenance Contract (CMC) for maintenance of SPV power plant supplied and install by M/S

for three years from the date of expiry of one-year Comprehensive warranty period.

This Comprehensive Maintenance Contract (CMC) is executed between the THE ODISHA STATE POLICE HOUSING & WELFARE CORPORATION LTD., JANAPATH, BHOINAGAR, BHUBANESWAR – 22., represented by its Project Manager, Electrical Division herein after called as Ist. party and M/S

.....

 herein after called as 2nd party, for maintenance of sets of..... for a period of three years from the date of expiry of one-year Comprehensive warranty period AD, supplied, installed and commissioned vide purchase order

No Dated in village
 blocks of

Districts.

The 2nd party will maintain these Systems as per the terms and conditions mentioned here under.

1. It has been envisaged in the purchase order No/ ED/OPHWC dated..under clause No that these No/sets of..... shall be warranted against any manufacturing defect and bad workmanship at least for a period of 4 years for the system and battery and 10 years for the PV modules from the date of commissioning . As these systems have been commissioned and handed over to the User Authority through 1st party at During all these systems , as such are covered under warranty period up to, and respectively.

Hence, the 2nd

party is fully responsible for their trouble free maintenance

and the 2nd party is liable to rectify / remove any defect noticed within the aforesaid period free of cost.

2. The 2nd party will impart training to two nos. of designated person of the User Authority to be able to provide first aid repair service for the SPV systems installed.

3. The 2nd party will ensure a formal training of such designated person of the User Authority in consultation with the 1st party.

4. The CMC includes repair/ replacement of complete systems, including all necessary components, sub-components, spares, tools, tackles etc during the maintenance period.

5. The 2nd party shall undertake the periodical maintenance work of the system on the 10th of every succeeding quarter duly countersigned by User Authority.

6. The 2nd party should be in readiness to attend to the defects of the system as and when required by the User Authority and ensure rectification of defects and restore functionality within seven days of lodging the complaints. The 2nd party shall furnish the status report

after the maintenance work are over, which shall invariably bear the signature of the User Authority.

7. The 2nd party shall appraise the User Authority about the requirements and supply of spares during warranty as well as CMC period.

8. The 2nd party will ensure to submit quarterly reports of visits made by their representatives to the project site every three months during the warranty and CMC period.

9. Certificates in support of successful maintenance of the system(s) shall be obtained from the User Authority in token of verification of maintenance done.

10. It will be the liberty of the 1st party to cross checks the systems maintained by the 2nd party. Random verification of the maintenance may be carried out by the 1st party wherever necessary.

11. The 2nd party may continue to maintain the gadgets after expiry of the maintenance period of 04 years , provided the OPHWC / User Authority desires.

12. For adjudication of any dispute between 2nd party and User Authority arising on execution of this CMC, the matter shall first be brought to the notice of OPHWC.

13. In case, there will be no amicable settlement of the issues, the matter can be referred to the court of law having jurisdiction at Bhubaneswar only. The Annual Maintenance contract is signed jointly between the two parties today i.e on dated and shall come into force from the date of its

signature(s).

For and on behalf of OPHWC, Bhubaneswar

.....

For and on behalf of M/S

(1stParty)

(2ndparty) with Seal

CERTIFICATE OF NO RELATIONSHIP
(Annexure-B)

BID REFERENCE NO: - 109 /PM / ELECT / OPHWC/ 2022-23

I/We hereby certify that I/We am/are **related/not related** to any officer of OSPH&WC of the rank of Deputy Manager & above . I/We am/are aware that, if the facts subsequently proved to be false, my/our contract will be rescinded with forfeiture of E.M.D and security deposit and I/We shall be liable to make good the loss or damage resulting from such cancellation.

I//We also note that, non-submission of this certificate will render my / our tender liable for rejection.

N:B :- Strike out which is not applicable.

Signature with seal of the Bidder

Date:-

RELATIONSHIP DECLARATION**(Annexure-C)****BID REFERENCE NO: - 109 /PM / ELECT / OPHWC/ 2022-23****To,**

The Tender Inviting Officer,
 Subject: (Name of the Work)
 Reference: (Bid reference number)

Sir,

Pursuant to clause 32 of the General Condition of the Contract, it is to inform that I have relative(s) employed as an officer of OSPH&WC of the rank of Deputy Manager & above .His /Her (Their) details are as follows.

Relationship:

Name:

Designation :

Office :

Address :

Pursuant to clause 32 of the General Condition of the Contract, I am to submit herewith the names of persons who are working under my firm having near relative (s) employed as an officer of OSPH&WC of the rank of Deputy Manager & above. His/her (Their) details are as follows.

Sl No.	Name of the my employee and his designation in the firm	Presently working at	Details of his relatives working in the Department
1.			Relationship Name: Designation Office Address

I am also duty bound to inform the relationship of any subsequent employee to any officer of OSPH&WC of the rank of Deputy Manager & above. I am aware that any breach of this condition would render my firm liable for penal action for suppression of facts.

Yours Sincerely

Signature with seal of the Bidder
 Date:-

Total: - 20 (Twenty) pages only.

APPROVED

Signature with seal of the Bidder.

Sd/-
 Project Manager