

**OFFICE OF THE DIRECTOR
ARUNACHAL PRADESH ENERGY DEVELOPMENT AGENCY
(A STATE GOVT.AGENCY)
URJA BHAWAN, TADAR TANG MARG
POST BOX NO. 124, ITANAGAR-7911111**

Tender Document

Name of the work : Designing ,manufacturing and supplying of 2000 Nos. Of MNRE approved box type (FRP) solar cookers for distribution in Arunachal Pradesh by 30th March 2015.

Tender Notice No. : No. APEDA/W-479/SC/2014-15/1253-60
Dated 13th Jan 2015

Last date of Sale/Purchase of Tender document : 29/01/15 till 12.00 P.M.

Last date of receipt/submission of tender document : 30/01/15 till 12.00 Noon.

Date of opening of tender document : 30/01/15 at 3.00 P.M.

Earnest money : Rs.2,00000.00 (Rupees Two lakhs) only.

Cost of Tender Document : Rs.2,000.00 (Rupees two thousand) only.

Sd-
(Er. Marki Loya)
Director,
APEDA, Itanagar

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URJA BHAWAN, TADAR TANG MARG
POST BOX NO. 141, ITANAGAR-7911111

No. APEDA/W-479/SC/2014-15

Dated. Itanagar, the 13th Jan`2015.

NOTICE INVITING TENDER

Sealed tenders are invited by the Arunachal Pradesh Energy Development Agency from MNRE approved manufacturers of box type(FRP) solar cookers for Designing, Manufacturing and Supplying of 2000 nos.of box type solar cookers for distribution in Arunachal Pradesh, The solar cookers should conform to MNRE approved standards , specifications and test certificates.

Tender documents can be downloaded from www.apeda.org.in

Last date of Sale/Purchase of Tender document : 29/01/15 till 12.00 P.M.

Last date of receipt/submission of tender document : 30/01/15 till 12.00 Noon

Sd-
(Er. Marki Loya)
Director,
APEDA, Itanagar

No. APEDA/W-479/SC/2014-15/

Dated. Itanagar, the 13th Jan`2015.

Copy to :

1. The Commissioner (P & NRE), Govt. of Arunachal Pradesh, Itanagar for information.
2. The Director, IPR, Govt. of A.P., Naharlagun with a request to publish above NIT in any one of the leading National Dailies and in the local dailies at the earliest.
3. The Chairman APEDA for kind information
4. The Deputy Directors APEDA, Division Tezu, Aalo, Bomdila, Yachuli for information.
5. Notice Board.
6. Office copy.

(Er. Marki Loya)
Director,
APEDA, Itanagar

SECTION – I
INSTRUCTIONS TO BIDDERS

1.1 BID

Sealed Bids/Tenders are invited from **Eligible Bidders/Tenderers** for Designing, manufacturing and supplying box type (FRP) solar cookers as per MNRE specifications for distribution in Arunachal Pradesh with after sale services.

Bid/Tender should be submitted in two parts duly sealed in two separate envelopes clearly super scribing as below:

a) Part-I – Technical and Commercial bid.

This part should contain all the general terms & conditions, technical specifications and standards, terms of payments, proof of manufacture, Earnest Money, test certificates etc.

This shall also include submitting of one specimen of the solar cooker. Those firms who have already delivered their specimen to APEDA earlier, need not deliver again.

b) Part –II – Price Bid

This part should contain the rates and amount offered against the items tendered for.

Price Bids of only those manufacturers/suppliers will be opened who qualify in the Technical and Commercial Bids on a later date or on the same day as would be decided after opening of the Technical & Commercial Bids and after scrutiny of the same by a Technical Committee.

1.2 SCOPE:

The work comprises of Designing, Manufacturing, Supply, Transportation and after sale services of 2000 nos. of box type (FRP) solar cookers as per the standards and specifications approved by MNRE and to be distributed in Arunachal Pradesh with 5 years performance guarantee.

QUALIFICATION OF BIDDER/TENDERER

1.2.1 The bidder/Tenderer should be MNRE empanelled manufacturer of box type (FRP) solar cookers. List and pictures of the manufacturing and testing facilities and equipments available with the manufacturer/tenderer should be submitted along with the tender documents and **an**

undertaking to the effect that if the details provided by the manufacturer are found to be false or in deviation with the required specifications and conditions, it may call for disqualification.

1.3 SUBMISSION OF BID

The bid must be submitted by Registered Post/Speed Post/by hand/by courier so as to reach the Purchaser by the scheduled date and time. Any bid received after the due date and time of submission on account of delay of any kind shall not be opened. Telegraphic/Faxed Bids shall not be considered.

1.4 PROFORMA/SCHEDULES TO BE FILLED IN

The bidder must give information in the specified Proformas/schedules wherever it is asked for. If required information is not furnished, the Purchaser shall not be responsible for any error in evaluation of bid and the bidder shall have no claim whatsoever, on this account.

1.5 SIGNING OF BID

Bidder shall put initials on each and every page of the bid. Last page of each document shall bear full signatures under official seal fully disclosing the Name, Designation and Relationship of the signatory with the firm/bidder. In case of partnership concern, the bid shall be signed by one of them, holding Power of Attorney. In case of Corporation/Companies, bid shall be signed either by the President or the Secretary or any other person authorized to bid in the legal name of Corporation/Company (copies of such Authorities are to be furnished with the offer).

1.6 PRICE REVISION

Any action on the part of the bidder to revise the prices(s) and /or change the structure of price (s) at his own after the opening of the bid may result in **rejection of the bid and forfeiture of the earnest money.**

1.7 SITE VISIT

The bidders are advised to visit the site and obtain all information before quoting their rates.

1.8 LANGUAGE OF BID

The bid and any correspondence and the documents shall be in English language.

1.9 COMPOSITION OF BID

The bid shall comprise of two envelopes to be submitted simultaneously, one containing only the Commercial & Technical proposal (Part-I) and the other, the Price proposal (Part-II).

1.9.1 COMMERCIAL AND TECHNICAL BID (PART-I) AND EARNEST MONEY

The Commercial and Technical Bid should contain the technical specification along with test certificates, general terms and conditions, commercial aspects like terms of payment, validity etc. and should be submitted in a separate sealed envelope.

The **Earnest Money** should be submitted along with the Commercial and Technical Bid (PART-I). **An amount of Rs. 2,00000.00 (Rupees two lakhs)** only shall be submitted as Earnest Money along with Commercial and Technical Bid in the form of a Demand Draft in favour of the “**Director, APEDA, Itanagar**” payable at **SBI, Itanagar, 791111**. Bid without Earnest Money will be summarily rejected.

The Earnest Money of the successfully bidder shall be retained and adjusted in the security money and those of the unsuccessful bidders/tenderers shall be returned/refunded within reasonable time.

The Earnest Money may be forfeited

- i. If bidder withdraws his bid.
- ii. If the successful bidder fails within the specified time limit to –
 - a. Sign the Contract Agreement,
 - b. Furnish Performance Security,
 - c. Complete the Work as Agreed upon.

1.9.2 PRICE BID (PART-II)

Price Bid will be submitted as per the prescribed format in a separate sealed envelope.

1.10 BID CURRENCY

Prices shall be quoted and payable in Indian Rupees only.

1.11 BID VALIDITY

Bid shall be valid for 90 calendar days from the date of opening/extended date of opening of bids. Bid with lesser validity will not be considered qualified.

1.12 DEADLINE FOR SUBMISSION OF BIDS

Bids must be received by the Purchaser at the address specified not later than the mentioned in the NIT.

1.13 LATE BIDS

Any bid, received after the dead line for submission of the bids, shall be rejected.

1.14 OPENING OF BIDS

The Purchaser will open the commercial and technical bids in presence of the tenderers/ bidders or their authorized representatives on the day and time as given in the NIT.

The Price Bids will be opened only after ascertaining the bidders who qualify in the Commercial and Technical Bids in presence of the bidders or their authorized representative.

1.15 EVALUATION OF BID DOCUMENT

The Bid documents will be evaluated by a Technical Committee formed for the purpose.

1.16 AWARD OF CONTRACT

The successful bidder will have to enter into a contract agreement with the purchaser as per conditions of the bid document.

For signing the contract, a duly authorized representative of the successful bidder shall be required to sign and accept the contract within the time specified in the letter of intent or award letter failing which action as deemed fit shall be taken.

SECTION – II
GENERAL CONDITIONS OF CONTRACT

2.1 DEFINITIONS

The following words and expressions shall have meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

2.1.1 THE CONTRACT

- i. “Contract” means the Contract Agreement, the conditions, the Purchaser’s Requirements, the Bid, and the further documents (if any) which are listed in the contract agreement.
- ii. “Purchaser’s Requirement” (“Specification”) means the document entitled Purchaser’s requirement, as included in the Contract, and any additions and modifications to such document in accordance with the Contract.
- iii. “Bid” means the contractor’s signed offer for the works and documents submitted therewith as included in the Contract.
- iv. “Performance Guarantees” and “Schedule of payments” mean the documents so name (if any), as included in the contract.

2.1.2 PARTIES AND PERSONS

- i. “Party” means the Purchaser or the Contractor, as the context requires.
- ii. “Purchaser means Arunachal Pradesh Energy Development Agency, the Director or his authorized representatives/officers, or the Govt. of Arunachal Pradesh or the legal successors in title to this person (s) etc.
- iii. “Contractor” means the person(s) named as contractor in the contract agreement and the legal successors in title to his person (s).
- iv. “Purchaser’s Representative” or “Engineer” means the person (s) named/appointed by the Purchaser from time to time who acts on behalf of the Purchaser.
- v. “Contractor’s Representative” means the person (s) named/appointed by the contractor in the contract or appointed from time to time, who acts on his behalf.

2.1.3 DATE AND TIME OF COMPLETION

- i. “Commencement Date” will mean after 7 days of issue of letter of intent or award letter if not notified under any clause or unless otherwise stated in the contract agreement. The complete consignment should be delivered as per requirement of purchaser by 30th March 2015.
- ii. “Time for Completion” will mean the time given/extended for completion of works starting from the date of commencement as stated above.

2.2 LAW

Contract shall be governed by the law of land (Union of India and the concerned State).

2.3 CONTRACT AGREEMENT

The contract shall come into full force and effect on the date stated in the contract agreement. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the contract agreement shall be borne either by the Purchaser or by the Contractor or both as would be applicable as per the law.

2.4 ASSIGNMENT

The Contractor shall not assign the whole or any part of the contract or any benefit or interest in or under the contract unless approved/agreed otherwise by the Purchaser.

2.5 PURCHASER’S CLAIMS

Purchaser if considers himself entitled to any payment by way of recovery or otherwise, he shall give notice to the contractor as soon as practicable after the Purchaser becomes aware of the event or circumstances giving rise to the claim. The Purchaser may deduct this amount from any money/payment due, or to become due, to the contractor.

2.6 RIGHTS OF WAY AND FACILITIES

The contractor shall bear all costs and charges for special and/or temporary rights-of-way which he may require at the time to execution if any.

2.7 LODGING, FOODING AND LOCAL TRANSPORTATION :

The contractor shall arrange at his own cost of lodging, fooding and transportation of all man and materials up-to the site where the systems are to be provided.

2.8 PROGRESS REPORTS

Progress of work will be REPORTED by the Contractor on monthly basis.

2.9 **SECURITY OF MAN AND MATERIAL**

Contractor shall be responsible for keeping all the man and material safe during transit and at the site of work.

2.10 **TRAINING**

The Contractor shall carry out the training of Purchaser's Personnel in the O&M of the Solar cookers.

2.11 **OPERATION AND MAINTENANCE (O&M) MANUALS**

The Contractor shall provide to the Purchaser's Personnel with O&M manuals in sufficient detail and it should accompany each solar cooker in easy understandable language and drawings so that the systems are operated and maintained by Purchaser easily and without any difficulty.

2.12 **LABOUR LAWS**

The Contractor shall comply with all the relevant labour Laws while executing the works.

2.13 **MATERIALS AND WORKMANSHIP**

2.13.1 **Inspection and Testing**

The Purchaser's representative(s) will have the access to make inspections and do testing of the systems/materials and workmanship at any point of time and at any place where the systems are supposed to be during production or manufacture or transit or at the time of supplying etc. No such activity shall relieve the Contractor from any obligation or responsibility.

2.13.2 **Rejection**

If, as a result of an examination/testing, any system or workmanship is found defective or not in accordance with Contract, the Purchaser may reject the materials workmanship. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract and Specifications of MNRE.

2.13.3 **Time Schedule**

The Contractor shall submit a time schedule within 7 days of signing of the contract agreement for implementation of the work.

2.13.4 **Extension of Time**

The Contractor shall be entitled to time extension only on the following reasons:-

- i. If there is a variation in the clause of the agreement,
- ii. If any delay is attributable to the Purchaser,

iii. Force measure.

2.13.5 Delay Damages

If the Contractor fails to complete the work in time as entered in the agreement, there will be a liquidated damage charge of 1% per day subject to a maximum of 10% of the total amount of the delayed quantum of work.

2.13.6 Suspension of Work

The Purchaser may at any time, instruct the Contractor to suspend progress or part of all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.

2.13.7 Consequences of Suspension

If Contractor suffers delay and/or incurs cost from complying with the Purchaser's instructions under Sub-Clause 2.13.6 (Suspension of Work), the Contractor shall give notice and be entitled to extension of time for any such delay. Payment of any such Cost may be allowed only if the Purchaser is fully convinced about the cost. The contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequence of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure the materials.

2.14 TESTS ON COMPLETION

2.14.1 Contractor's Obligations

The Contractor shall have the obligation to carry out testing on the material supplied by them wherever and whenever required to the satisfaction of the Purchaser.

2.14.2 Failure to Pass Tests on Completion

If any part of the material fails to pass any test on Completion of work, the contractor shall replace the defective part or whole system within one month time with any extra cost.

2.15 TAKING/HANDING OVER OF SYSTEM

On successful supplying of the systems the contractor will hand over the systems to the Project Officer concerned along with the system manuals. A copy of such handing/taking over will be submitted to the Directorate Office.

2.16 PERFORMANCE CERTIFICATE

The Contractor shall give a Performance Certificate of all the systems supplied.

2.17 NOTICE TO CORRECT

If the Contractor fails to carry out any obligation, the Purchaser may, by notice, require the Contractor to make good the failure within a specified reasonable time.

2.18 TERMINATION OF CONTRACT

The Purchaser shall be entitled to terminate the Contract, if he feels that the Contractor is unable to comply with the terms and conditions of the contract agreement and the work is going to suffer.

2.19 RISK AND RESPONSIBILITY

2.19.1 Indemnities

The Contractor shall indemnify and holds harmless the Purchaser, the Purchaser's Personnel, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of-

- i. Bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the execution and completion of the works and the remedying of any defects, unless attributable to any negligence, willful act or breach of the Contract by the Purchaser, the Purchaser's Personnel, or any of their respective agents, and
- ii. Damage or loss of any property, real or personal (other than the works), to the extent of such damage or loss.

2.19.2 Contractor's Care of the Works

The Contractor shall fully be responsible for care of the materials, works and equipments for the entire period of warranty period and thereafter after sale services terms.

2.20 INSURANCE

- i. The Contractor shall arrange, secure & maintain insurance to protect his own interest and the interests of the purchaser against all risks.

- ii. All damages and shortages after its delivery to site and storage there-after shall be notified by the contractor's site representative by registered post to purchaser and action taken by him within 10 days for making good the damage or loss by way of replacement/repair/new supply against the materials damaged or lost.
- iii. The contractor shall take up the matter with insurance company on its own for finalization of claims. All actions in connection with making and setting of claims, if any, will be carried out by the contractor himself for which no extra payment will be made by the Purchaser to the contractor in this regard.
- iv. The Contractor shall be responsible to make good the damage or loss by way of repairs and/or replacement of materials/systems free of cost, irrespective of the fact whether claim is accepted by the insurance company or not, without waiting for settlement of claims.

2.21 **FORCE-MAJEURE (FM)**

2.21.1 **Definition of FM**

“FM” means exceptional event(s)/circumstance(s), here-in-after called the “Eventualities”, which are:

- i. Beyond a Party's control,
- ii. Which such Party could not reasonably have provided against before entering into the Contract,
- iii. Which, having arisen, a Party could not reasonably have avoided or overcome,
- iv. Which is not substantially attributable to the other Party.

FM may include, but is not limited to eventualities of the kind listed below, so long as conditions (i) to (ii) above are satisfied-

- a. War, hostilities, invasion, act of foreign enemies,
- b. Rebellion, terrorism, revolution, insurrection, military, usurped power, or civil war, riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel/Employees of the Contractor or Sub-Contractors.

- c. Ammunitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such ammunitions, explosives, radiation or radio-activity.
- d. Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

2.21.2 Notice of FM

If a Party is prevented from performing its obligation(s) under the Contract by FM, then it shall give notice to the other Party of the event/circumstances constituting the FM and specify the obligations, the performance of which is or will be prevented.

The Party shall, having given notice, be excused performance of such obligations for so long as such FM prevents it from performing them.

2.21.3 Consequence of FM

If the Contractor is prevented from performing any of his obligations under the Contract by FM of which notice has been given and suffers delay and/or incurs Cost by reason of such FM, the Contractor shall be entitled to an extension of time for any such delay, if completion is or will be delayed.

2.22 CLAIMS, DISPUTES AND ARBITRATION

Claims and disputes if any, between the Purchaser and the Contractor shall be settled by mutual agreement through amicable settlement of both the parties. However, if the disputes persist and cannot be settled mutually, then it is to be done through Arbitration.

2.22.1 Arbitration

Unless settled amicably, any dispute shall be finally settled by arbitrator(s) who shall be appointed from amongst the suitably qualified person(s) to be agreed by both the parties for arbitration.

2.23 Payment Terms :

- 50% of the payment shall be released against receipt of material at site in full and safely.
- 40% of the payment shall be released after 3 (three) months from the date of receipt of materials.
- Balance 10% will be retained as security money and shall be released after one year of receipt.

SECTION –III

AFTER SALE SERVICES CONTRACT AND FIVE YEARS PERFORMANCE GUARRANTEE

- 5.1 The successful tenderer shall have to enter into an after sales services Contract with the purchaser for maintenance of the systems and comply to providing of 5 years performance guarantee for the systems.
- 5.2 The scope of this contract will cover supply of spares/parts and services including repairing/mending of systems at the cost of beneficiaries etc after five years performance guarantee .
- 5.3 Offers of those tenderers will only be accepted who agrees to offer such after sale services to the Purchaser.
- 5.4 The after sale services claim/amount shall be paid on actual basis by the beneficiaries after assessment of satisfactory repairs and maintenance of their systems.
- 5.5 The after sales services shall be part of the main contract agreement and its terms and conditions will also be entered therein. But its rates shall be as per the actual services provided to the beneficiaries on attending to their complaints within a week.
- 5.6 An undertaking has to be given for the five years performance guarantee for the systems supplied to Arunachal Pradesh.

SECTION –IV

TECHNICAL SPECIFICATIONS OF BOX TYPE SOLAR COOKERS

Sl.No.	Details of parameters of box type solar cookers	Minimum specified requirement
1.	Aperture Area	0.250Sqm
2	Type of body	FRP
3	Grade of solar Cooker	“A”
4	Reflector Glass thickness	“3”mm
5	a) Inner Plate Glass thickness	Toughened plane glass- 3mm
	b) Outer Plate Glass thickness type	Toughened plane glass- 3mm
6	Transmittance through double glass	76%
7	Approx Weight	14 Kg
8	Type of cooking pots with capacity	4 Nos. SS/AL of 6 litres with matte black paint outside.
9	Reflectance of reflector glass	74%

NATIONAL STANDARDS/ MNRE SPECIFICATIONS ON SOLAR THERMAL COMPONENTS / SYSTEMS (Solar Cookers)

A) Indian Standards

National Standards are brought out by Bureau of Indian Standards. The details of these Standards which contain minimum performance requirements along with test methods are as follows:

Box-Type Solar Cookers

- a) IS 13429 (Part 1):2000, Solar cooker-Box type - Specification, Part 1 - Requirements.
- b) IS 13429 (Part 2):2000, Solar cooker- Box type - Specification, Part 2 -Components.
- c) IS 13429 (Part 3):2000, Solar cooker- Box type - Specification, Part 3 -Testmethods.

Test Procedures for Solar Box cookers

Testing Laboratories/ Centers

- a) In order to make available quality product in the market, the Ministry works with Bureau of Indian Standards (BIS) and Quality Council of India. Presently, Indian Standards are available for box-type solar cookers and BIS implements testing and certification programme which forms the basis of certification of these products by BIS.
- b)
- c) The solar devices/ systems must be tested at one of these test centers.

SECTION –V

PRICE BID

FROM DATE FOR SUBMISSION OF PRICE BID

Sl No	Sub Head /Item	Qty	Unit	Rate in figure & words (in Rs)	Amount in figure & words (in Rs.)
1.	Designing, manufacturing and supplying of 2000 Nos. Of MNRE approved box type (FRP) solar cookers for distribution in Arunachal Pradesh by 30 th March 2015.				
2	Add CST @ 4%				
3	Add VAT @4%				
4.	Transportation charges				
5.	Packing & Insurance Charges				
	Total				

