Centre for Development of Advanced Computing (C-DAC)
A scientific society of Department of Information Technology,
under Ministry of Communications & IT, Government of India
Pune University Campus
Ganesh Khind. Pune – 411 007
Tel: +91 – 20 – 25694015
Fax: +91 – 20 – 25694004
www.cdac.in
Date: February 06, 2012

TENDER DOCUMENT
for
Supply, installation, testing & commissioning
of
Mechanical Load Resistance System
at
ETDC, Bangalore, ERTL, Kolkata and SEC, Gurgaon

Tender No.: CDACP/MNRE/2012/124
Pre-bid meeting: March 12, 2012 at 1100 Hrs
Last date for submission of bids: March 30, 2012 up to 1300 Hrs
Opening of technical bids: March 30, 2012 at 1500 Hrs

The Tender Document can be downloaded from any of the following web sites:
www.cdac.in
www.mnre.gov.in
www.stqc.nic.in
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SECTION I: INVITATION FOR BIDS (IFB)

1. Centre for Development of Advanced Computing (C-DAC) is a scientific society of Department of Information Technology under the administrative control of Ministry of Communications & Information Technology, Government of India. Under a project from Ministry of New & Renewable Energy (MNRE), Government of India, C-DAC invites sealed bids from eligible bidders for Supply, Installation, Testing & Commissioning of “Mechanical Load Resistance System”. These systems will be installed and commissioned at ETDC, Bangalore, ERTL(E), Kolkata and SEC, Gurgaon as per Schedule of Requirements (Section IV).

2. Contact information:
   Material Management Group
   Centre for Development of Advanced Computing (C-DAC)
   Pune University Campus, Ganeshkhind
   Pune 411007, Maharashtra, INDIA
   Tel No.: +91 20 25694015
   Fax No.: +91 20 25694004
   Email: mmg@cdac.in

3. Two bid System:
   The two bid system will be followed for this tender. In this system bidder must submit their offer in separate sealed envelopes as explained below:

   ▪ **Envelope No. 1: "Technical Bid" shall contain:**
     a. The Demand Draft towards tender fee INR 2000/- drawn in favour of C-DAC payable at Pune. (or in equivalent foreign currency excluding bank fees /charges applicable, if any.)
     b. The Demand draft towards Earnest Money Deposit of the appropriate amount as mentioned at Para 7 (Section II) of this Tender Document.
     c. Duly filled Technical Bid with proper seal and signature of authorised person (with Name and contact no.)
     d. A true copy of Certificate of incorporation, Partnership deed / Memorandum and Articles of Association / any other equivalent document showing date and place of incorporation, as applicable in respect of legal status of the bidder.
     e. If the bidder is a distributor / representative, the authorisation letter from Principle manufacturer clearly indicating that the bidder is authorised and competent to sell & provide after sales services for the items mentioned in the Scope of Supply given in this tender document.
     f. A copy of at least ONE purchase order/ contract/ agreement for the item offered or for item of similar nature and size, executed and successfully completed by the bidder/ principle manufacturer during last three years.
     g. The detailed technical specification, make & model, part number and compliance to the Schedule of Requirement (Section IV) for which bid is submitted. The specifications and the technical compliance should be supported by printed catalogue / leaflet of the manufacturer.
     h. The soft copy of Technical Bid (.doc/ .xls format) in a CDR (except certificates, brochures, order copies etc.)
     i. A photo copy of the commercial bid without prices (prices blocked) and copy of commercial terms & conditions (in details) as attached in the Commercial Bid.
     j. Undertaking to the effect that a Security Deposit of 5% of the order value will be submitted in case C-DAC decides to place the Purchase Order. The security deposit is acceptable in
any foreign currency equivalent to INR mentioned. Security Deposit from the Indian representative / agent is acceptable in INR.

k. Other documents necessary in support of eligibility criteria, product catalogues, brochures etc.

Note: C- DAC reserves the right to reject the bid if any of the above listed document(s) is (are) not submitted.

- Envelope 2: “Commercial Bid “ shall contain:
  
The Commercial Bid completed in all respects with proper seal and signature of authorised person. (With Name and Contact No)

4. Both the technical bid and commercial bid envelopes should be clearly marked as “Envelope no. 1 - Technical Bid" and "Envelope no. 2 - Commercial Bid" and addressed to:

Manager (Purchase)
Centre for Development of Advanced Computing (C-DAC)
Pune University Campus, Ganeshkhind Road
Pune 411007, INDIA

Note: Please write the tender number on each envelope, Sr. No and name of the item and seal all the envelopes.

5. Prebid Meeting:

To sort out the doubts / queries, if any of the prospective bidders, the pre-bid meeting shall be held on March 12, 2012 at 1100 Hrs at

Ministry of New and Renewable Energy
Conference Room (No 108), 1st Floor
Block 14, CGO Complex,
New Delhi – 110003 INDIA

The bidders are welcome to attend the pre-bid meeting. Maximum 2 (Two) participants per bidder will be allowed to participate in the pre-bid Meeting. The queries, if any, should be submitted in writing at least three days before the day of Pre–bid Meeting at the address mentioned in S.No. 4, Section III of this document.

No queries shall be entertained after the pre-bid Meeting.

6. Date of submission of bids and opening of the Technical bids

Last date for submission of bids on March 30, 2012 up to 1300 Hrs at:

Material Management Group
Centre for Development of Advanced Computing (C-DAC)
Pune University Campus, Ganeshkhind
Pune 411007, Maharashtra, INDIA
Tel No.: +91-20–25694015
Fax No.: +91-20–25694004
E-mail: mmg@cdac.in

Technical bid will be opened on March 30, 2012 at 1500 Hrs at:

Material Management Group
Centre for Development of Advanced Computing (C-DAC)
Pune University Campus, Ganeshkhind
Pune 411007, Maharashtra, INDIA
Tel No.: +91-20–25694015
Fax No.: +91-20–25694004
E-mail: mmg@cdac.in
The bid can be submitted in person or through post/ courier (C-DAC shall not be responsible for any postal delays or any other reason for not submitting the bid in the specified time and resulting in disqualification/ rejection of any bid) so as to reach on or before the due date and time. The representatives (maximum two) of bidders are welcome to attend the opening of the technical bids.

In case bidder requires any clarifications / information they may contact C-DAC address given in Clause 2 of Section I.

The technical bids will be evaluated to shortlist the eligible bidders. The technical bids of only the short listed eligible bidders shall be considered for further processing (technical evaluation).

Bidder whose technical bid is found to be acceptable and meeting the eligibility requirements as specified in this tender will be informed about the date and time of the opening of the commercial bid.

Note: Please do not put "Commercial Bid" (prices quoted) in the technical bid envelope. If the price quoted is submitted with technical bid the tender will be rejected at the sole discretion of C-DAC.

7. Opening of commercial bids

Commercial bids of the short listed bidders only will be opened, in the presence of the bidders or their authorized representative of the bidders, who choose to attend, at the time place and date to be informed later.

The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance register as a proof of having attended the commercial bid opening.

The bidder’s name, bid prices, discounts and other appropriate details will be announced at the time of the opening of the bids.

Note: Technically accepted competitive bids ONLY will be considered for the opening of commercial Bids.

END OF SECTION I
SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1. Delivery period / Timelines
   The delivery and installation of Mechanical Load Resistance System at site must be completed within 16 weeks from the date of opening of Letter of Credit.
   
   The time is the essence of this contract. It is mandatory for the bidders who respond to this bid to meet these expectations, as these are tightly linked to MNRE’s plans of completing the project within the available time frame.

2. Locations for the Supply, Installation & Warranty Services
   The item covered by this document is required to be supplied and installed at Bangalore, Kolkata and Gurgaon, as given in the Schedule of Requirements. The detailed address of the respective sites shall be communicated in the Purchase Order.

3. Order Placements:
   The Purchase Order shall be released by:
   Centre for Development of Advanced Computing (C-DAC)
   Pune University Campus, Ganeshkhind
   Pune 411007, Maharashtra, INDIA
   
   The payments shall be released by:
   Centre for Development of Advanced Computing (C-DAC)
   Pune University Campus, Ganeshkhind
   Pune 411007, Maharashtra, INDIA

4. Eligibility Criteria:
   4.1 Bidder should be principle manufacturer of the required product or authorised distributor of the manufacturer / representative in India where the principle manufacturer office is situated at abroad for the quoted items.
   
   4.2 The bidder or their principle manufacturer should have executed and successfully completed at least One purchase order/ contract/ agreement for same items or items of similar nature and size in the last three years.
   
   4.3 The bidders should have an arrangement to provide service through local dealer / service provider at site. An undertaking from this dealer/ service provider to this effect should be submitted along with the technical bid.
   
   4.4 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices an affidavit/declaration to that effect by the bidder.

   Note: The bidders should provide sufficient documentary evidence to support the eligibility criteria. C-DAC reserves the right to reject any bid not fulfilling the eligibility criteria.

5. Amendment to Bidding Documents
   5.1. At any time prior to the deadline for submission of bids, C-DAC may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.
   
   5.2. The amendments to the tender documents, if any, will be notified by release of Corrigendum Notice in print media. The Corrigendum Notice shall also be available on following web sites.
   www.cdac.in, www.mnre.gov.in, www.stqc.nic.in
   The amendments/ modifications will be binding on the bidders.

   5.3. C-DAC at its discretion may extend the deadline for the submission of bids if it thinks necessary to do so or if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into consideration the amendments while preparing their bids.
6. **Preparation of Bids**

Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. However, in case any corrections, overwriting, erasures or postscripts have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents. The bidder shall not be entitled to amend/add/delete/correct the clauses mentioned in the entire tender document.

7. **Earnest Money Deposit (EMD)**

7.1. The Earnest Money Deposit (EMD) shall be submitted along with the technical bid. The EMD is required to be in the form of Demand Draft in favour of C-DAC payable at Pune, India, for an amount of **INR 80,000 (Rupees Eighty Thousand Only)** or equivalent foreign currency (excluding bank fees/charges if any). The Demand Draft towards EMD in any foreign currency is acceptable.

The Indian bidders registered with National Small Industries Corporation are exempted from payment of EMD. In this case the bidders must submit a registration certificate valid till the date of completion of all obligations/responsibilities of both parties.

The bid submitted without EMD shall stand rejected. No interest shall be payable on EMD.

7.2. The EMD will be returned to the bidder(s) whose offer is not accepted by C-DAC/MNRE within 30 days from the date of opening of commercial bid(s). In case of the bidder(s) whose offer is accepted the EMD will be returned on submission of Security Deposit (Refer Clause 4 of Section III). However if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidder. In case of returning the EMD in foreign currency, the bank fees/charges, commission shall be deducted. The refund amount in foreign currency will be calculated such that C-DAC will neither incur any loss nor earn any profit in this transaction. i.e amount credited to C-DAC’s bank account minus bank charges if any, will be considered for conversion in foreign exchange remittance of appropriate foreign currency amount so worked.

7.3. The successful bidder, on award of contract/order, must send the contract/order acceptance in writing, within 7 days of award of contract/order, failing which the EMD will be forfeited and the order will be cancelled.

7.4. The EMD shall be forfeited:

   7.4.1. If the bidder withdraws the bid during the period of bid validity specified in the tender.
   7.4.2. In case a successful bidder, fails to furnish the Security Deposit (Refer Clause 4 of Section III).
   7.4.3. If the bidder fails to furnish the acceptance in writing, within 7 days of award of contract/order.

8. **Period of validity of bids**

8.1. Bids shall be valid for minimum 120 days from the date of submission. A bid valid for a shorter period shall stand rejected.

8.2. C-DAC/MNRE may ask for the bidder’s consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify his bid.

9. **Submission of Bids**

The Bid shall be neatly arranged, plain and intelligible. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder’s signature.
10. **Deadline for Submission of Bids**

10.1. Bids must be received by C-DAC before the due date and time at the address specified in the tender document. In the event of the specified date for the submission of bids being declared as a holiday for C-DAC/MNRE the bid-closing deadline will stand extended to the next working day up to the same time.

10.2. C-DAC may extend this deadline for submission of bids by amending the bid documents and the same shall be suitably notified in the media.

11. **Late Bids**

11.1. Any bid inadvertently received by C-DAC after the deadline for submission of bids, will not be accepted and returned unopened to the bidder. C-DAC shall not be responsible and liable for the delay in receiving the bid for whatsoever reason.

12. **Bid Opening & Evaluation of Bids**

12.1. The technical bids will be evaluated to shortlist the eligible bidders. The technical bids of only the eligible bidders shall be considered for further processing (technical evaluation).

12.2. The bids shall be evaluated by the duly constituted Technical Evaluation Committee (TEC) comprising members from C-DAC, MNRE & user institutions (or external experts). The TEC shall be empowered to take appropriate decisions on minor deviations, if any.

12.3. Bidder whose technical bid is found to be acceptable and meeting the eligibility requirements as specified in this tender will be informed about the date and time of the opening of the commercial bid.

12.4. C-DAC will open commercial bids of only of the technically short listed bids, in the presence of the bidder or their authorised representative who choose to attend the bid opening, at the time and date to be informed later.

12.5. The bidder’s name, bid prices, discounts and such other details considered as appropriate by C-DAC, will be announced at the time of opening of the commercial bids.

13. **Comparison of Bids**

13.1. Only the short-listed bids from the technical evaluation shall be considered for commercial comparison.

13.2. For the purpose of comparison of prices on equal basis, the prices quoted by bidders shall be converted to equivalent Indian Rupees. The exchange rate as on the date of opening commercial bids shall be taken as reference.

14. **Award of Contract**

14.1. C-DAC shall award the contract to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated commercial bid. However, C-DAC reserves the right and has sole discretion to reject the lowest evaluated bid.

14.2. If more than one bidder happens to quote the same lowest price, C-DAC reserves the right to decide the criteria and further process for awarding the contract, decision of C-DAC shall be final for awarding the contract.

15. **Purchaser’s Right to amend / cancel**

15.1. C-DAC reserves the right to amend the eligibility criteria, commercial terms & conditions, Scope of Supply, technical specifications etc.

15.2. C-DAC reserves the right to cancel the entire tender without assigning any reasons there for.

16. **Corrupt or Fraudulent Practices.**

16.1. It is expected that the bidders who wish to bid for this project have highest standards of ethics.
16.2. C-DAC will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract;

16.3. C-DAC/ MNRE may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the award / execution of contract.

17. **Interpretation of the clauses in the Tender Document / Contract Document**

17.1. In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document, the interpretation of the clauses by Director General, C-DAC shall be final and binding on all parties.

END OF SECTION II
SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Prices

1.1. The price quoted shall be considered firm and no price escalation will be permitted.

1.2. The prices quoted should be on DAP (Delivery At Place - Destination laboratories) basis, including taxes & duties, packing & forwarding, freight, insurance, customs clearance and allied charges till destination.

1.3. Bidder may bid in Foreign Currencies or in INR or both. The bidders outside India can bid in foreign currency for supply of items, installation, commissioning and warranty of item at site. Alternatively, they can bid for supply of item in foreign currency while installation, commissioning and warranty at site can be quoted in INR. The Indian representative can bid for INR components.

1.4. The Indian representative can bid in foreign currency on be-half of their principals abroad, along with a document authorising the representative to bid on behalf of the principle. In such case the EMD, SD and PBG from Indian representative (in INR) are acceptable.

1.5. In case of bids in foreign currency, the bidder must provide the name and address of supplier abroad. In this case the Purchase Order shall be placed and the Letter of Credit will be opened in the name of supplier abroad only.

1.6. Only in case of bids and purchase orders in foreign currency, the customs duty exemption/concession certificate can be issued by the user laboratories subject to following of certain documentation requirements. Separate set of shipping documents is required for each destination. The Invoice and Air Way Bill / Bill of Lading from the supplier abroad must indicate ERTL (E), Kolkata, ETDC, Bangalore and SEC, Gurgaon as the Consignee. The customs duty payable, if any after availing the exemption, will be reimbursed at actual (on submission of duty payment documents).

1.7. The bidder shall arrange to clear the consignment after following customs formalities in India and arrange to deliver the consignment to the end user. The bidder may include the charges towards the customs clearance in India, local transportation, loading / unloading charges and incidental charges. The responsibility, cost and risk of the consignment shall rest with the bidder till receipt of goods is acknowledged by the end user. However, such receipt/acknowledgement shall not be treated as acceptance of goods.

2. Software Licenses:

The software licenses, if any, shall be required in the name of user institute viz. ETDC, Bangalore, ERTL, Kolkata or SEC, Gurgaon as the case may be. The licenses shall contain paper licenses and at least one set of media (CDs).

3. Security Deposit (SD):

The successful bidder will be required to furnish the Security Deposit for 5 % of the order value within 7 days of receipt of Supply Order. The Security Deposit should be submitted in the form of Demand Draft drawn in favour of C-DAC payable at Pune. The Security Deposit from Indian representative is acceptable. The Security Deposit will be returned upon completion of installation & commissioning and submission of PBG.

4. Performance Bank Guarantee (PBG):

The successful bidder will be required to furnish the Performance Guarantee towards the item supplied, in the form of a Bank Guarantee for the 10% amount of the Purchase Order value, as per the format attached to this document (Refer Annexure - I). This bank guarantee shall remain valid for the entire period of warranty. The PBG can be in INR or foreign currency. However, the Performance Bank Guarantee must be negotiable at a branch of issuing bank in India. The PBG from Indian distributor / representative is acceptable. In case of no warranty claims towards the item under warranty, the PBG will be returned on completion of warranty period.
5. **Completeness Responsibility:**

Notwithstanding the scope of work, engineering, supply and services stated in bid document, any equipment or material, engineering or technical services which might not be even specifically mentioned under the scope of supply of the vendor and which are not expressly excluded there from but which – in view of the bidder - are necessary for the performance of the equipment in accordance with the specifications are treated to be included in the bid and has to be performed by bidder. The items which are over & above the scope of supply specified in the Schedule of Requirements may be marked as “Optional Items”.

6. **Warranty:**

All the items covered in the schedule of requirements, shall carry minimum 3 (three) years on site comprehensive warranty from the date of Installation & Commissioning. The bidder shall undertake to provide the installation and warranty service at site. The repairing/ rectification/ replacement/ configuration required, if any, of the items under warranty must be done within India only. These items shall not be allowed to be taken outside country for warranty repairs. The bidder should submit along with the technical bid, the detailed plan for providing installation and warranty services at site(s). The PBG will be released only after the submission of satisfactory performance certificate issued by ERTL, Kolkata/ ETDC, Bangalore / SEC, Gurgaon after completion of warranty period.

7. **Payments:**

7.1 **In case of orders in INR:** 90% of the payment will be made against delivery of item at site and balance 10% payment shall be made on successful installation & commissioning duly certified by user laboratory and against submission of Performance Bank Guarantee as per clause 4 of Section III given above.

7.2 **In case of orders in foreign currencies:** 90% of the payment will be made against irrevocable Letter of Credit (LC). The balance 10% payment will be made by sight draft on successful installation & commissioning of the item against submission of Performance Bank Guarantee for 10% value of the purchase order, as per clause 4 of Section III given above.

The bidder may opt for 100 % payment through Letter of Credit. In this case before opening of Letter of Credit, the bidders will be required to submit the Performance Bank Guarantee for 10% value of the purchase order as given at Para 4, Section III. This Performance Bank Guarantee shall remain valid for a period of 40 months (Delivery period 4 months + warranty period 36 months). The Performance Bank Guarantee submitted by bidder’s Indian office/ representative/ distributor will be acceptable.

The LC in foreign currency will be opened only if the bid is in foreign currency and supplier is based outside India.

The LC operating charges inside India will be to C-DAC account. The LC operating charges outside India will be to beneficiary account. The LC confirmation charges, if required, will be to beneficiary account.

8. **Shipping Documents:**

8.1 **For orders in Foreign Currency:** Separate sets of shipping documents are required i.e. one each for ERTL (E), Kolkata, ETDC, Bangalore and SEC, Gurgaon.

The Air Way Bill / Despatch Note and Invoices shall be marked as given below:

**Bill to:**

(Name and Address of Bank)

A/c Centre for Development of Advanced Computing (C-DAC)
Pune University Campus, Ganeshkhind
Pune 411007, Maharashtra, INDIA

**Ship to (consignee):**
8.2 For orders in INR: Separate sets of shipping documents are required i.e. one each for ERTL (E), Kolkata, ETDC, Bangalore and SEC, Gurgaon.

The Air Way Bill / Despatch Note and Invoices shall be marked as given below:

Bill to:
Centre for Development of Advanced Computing (C-DAC)
Pune University Campus, Ganeshkhind
Pune 411007, Maharashtra, INDIA

Ship to (consignee):
(ERTL (E), Kolkata / ETDC, Bangalore / SEC, Gurgaon with address)

9. Penalty for delayed Delivery/ Services
C-DAC reserves the right to levy penalty @ of 0.5% of order value per week of delay beyond the scheduled deliveries / execution of the order successfully, subject to maximum of 5% of the order value.

C-DAC reserves the right to cancel the order in case the delay is more than 10 weeks.

The delay in delivery and/ or installation if any, attributed to C-DAC/ MNRE/ consignee laboratory, will not be considered for penalties. This delay may be due to reasons like delay in site preparation, submission of required documents etc. and the conditions arising out of Force Majeure.

If C-DAC decides to levy penalties, the selected bidder shall be liable to pay the same on demand and if he fails to do so, the same shall be recovered from Security Deposit/ Performance Bank Guarantee or any other payment due to selected bidder.

10. Jurisdiction:
The disputes, legal matters, court matters, if any shall be subject to Pune jurisdiction only.

11. Force Majeure:
C-DAC may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of an Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states / state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder’s premises or any other act beyond control of the bidder.

12. Arbitration:
All disputes/clams of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc under this Contract, shall be referred by either party (C-DAC/MNRE or the bidder) after issuance of 30 days notice in writing to the other party clearly mentioning the nature of dispute to the Sole Arbitrator appointed by C-DAC. The venue for arbitration shall be specified in the purchase order/agreement. The arbitration proceedings shall be conducting in English and as per the provisions of Indian Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

13. Risk and Ownership:
Upon 90% of payment, C-DAC/MNRE shall become owners of goods ordered but all risks, responsibilities; liabilities thereof in all goods shall remain with selected bidder till delivery of all goods to all end users. Part deliveries shall not be treated as deliveries. Only full deliveries of all items ordered will be considered as delivery.

14. Indemnity:
Selected bidder shall save and indemnify and hold harmless C-DAC and MNRE from any third party claims and losses arising in connection with this Contract.

15. Assignment:

Selected bidder/ Party shall not assign, delegate or otherwise deal with any of its rights or obligation under this Contract without prior written permission of C-DAC and MNRE.

16. Severability:

If any provision of this Contract is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of any other provision.

END OF SECTION III
SECTION IV – Project Description & Schedule of Requirement

The Ministry of New and Renewable Energy (MNRE) is the nodal ministry for the development, promotion and utilisation of renewable energy sources, in particular solar energy in the country. During the January 2010 MNRE has announced a Jawaharlal Nehru National Solar Mission (JNNSM) project with ambitious targets for large scale utilisation of solar energy in the country. These include 20,000MW of solar energy based Grid Interactive (GI) power plants, 2000MW of Off Grid solar projects and 20 million solar Lighting systems in the country. In order to maintain quality and long term reliability of Photo-Voltaic (PV) modules in the power plants and systems, it is decided to lay down standards (IEC 61215/ IS 14286) for systems and components used under the JNNSM and MNRE programmes. For the evaluation, testing and certification of SPV systems and modules test centres are established at ERTL (East) Kolkata, ETDC Bangalore, and SEC Gurgaon.

The present tender is a part of the JNNSM activity, sanctioned by Solar Energy Centre a technical division of MNRE, for equipping and upgrading the exiting testing facilities at these centres. Most of the equipment/facilities proposed are for the qualification testing of PV modules, and performance testing of PV lighting systems from manufacturers, users and other agencies. The proposed equipment and facilities are of high quality and class –A type. It is expected that with the commissioning of these facilities the above test centres would be able to offer quality services for testing and certification on par with any prime test centre in the world.

Keeping in view the requirement, of JNNSMs quality and timeliness are the essence of the tender. It is therefore suggested the only high quality products may be offered under the tender. The cost of the equipment should also include installation and commissioning of equipment at the proposed test centre by the supplier. The bidder should also inform the required environmental conditions, quality of the power, and other requirement if any prior to their shipment. The spares and options for trouble free running of the systems for a period of five years may also be quoted separately.

Important Notes:

1. If in the opinion of bidder, for proper functioning and/or effective use of any of the item from Schedule of Requirements, any additional material / components are required, the prices for same should also be quoted along with the respective item.

2. The scope of this tender includes the supply and successful installation and commissioning of the items mentioned in Schedule of Requirements, at respective sites. The prices quoted should be inclusive of charges if any, for assembly, integration, installation, testing, calibration certificate etc for the respective item(s).

3. For successful installation and commissioning of items at site, the requirements, if any from C-DAC, ERTL, ETDC or SEC, should be mentioned clearly in the technical bid.

4. The bidder may quote in foreign currency or INR or both.

5. Bids with option of supply of equipment (in foreign currency) and for installation & commissioning services etc. (in INR) are also acceptable.

6. Technical bid should contain additional items proposed by bidder for successful completion of project and satisfactory performance of all equipments. Item(s) not mentioned in technical bid can not be quoted in price/financial bid.
Item 4 – Mechanical Load Resistance System at ETDC, Bangalore (1 No.), ERTL, Kolkata (1 No.) and SEC, Gurgaon (1 No.)

A Mechanical Load Resistance Test (MLRT) system should have an arrangement to create uniform pressure on the PV module through pneumatic or mechanical loads, so as to simulate wind, snow, static ice loads. The system should have all features to meet the requirements of mechanical load test 10.16 as per the procedure prescribed under IEC 61215/61646 standards. The technical specifications are:

4.1 PV Module:
4.1.1 The MLRT system should be capable to accommodate PV module of dimensions up to 2700mm x 2000mm x 80mm comfortably for the testing purpose.
4.1.2 The MLRT system should be capable of testing all types of PV modules including Mono/Multi-crystalline Silicon, thin film PV Modules such as amorphous silicon (single, double and triple tandem), micro crystalline silicon, CIS, CdTe, Thin Silicon film, organic(OPV) and dye sensitized photovoltaic modules.

4.2 Load system:
4.2.1 An arrangement to create uniform load either pneumatically or vacuum or through using water or sand bag or any other acceptable method on the surface of the PV module under test.
4.2.2 The MLRT system should be capable to create and vary pressure continuously from 10 to 6000Pa on the entire area of module.
4.2.3 There should be arrangement to apply pressure gradually to the specified level and hold it there for a period of more than 90minutes.
4.2.4 The MLRT system should have digital display of the force applied and the measuring instrument should be calibrated by any national or international accredited laboratory.
4.2.5 There must be provision to measure and display the electrical continuity of the module during the test.

4.3 Power supply:
4.3.1 1/n/p/ 230V ±10% or 3/N/PE/AC 415V ± 10%, 50 ±1HZ, along with a suitable starter if required. The actual electrical load of the system should be specified and equally distributed on all the 3 phases during operation.
4.3.2 Grounding Requirement: Supplier should specify in detail the requirements of the grounding.
4.3.3 Maximum connected load: Supplier should specify with details sub-system wise load requirements.
4.3.4 Maximum current consumption: Suppliers should specify to total KVA load and current per phase.

4.4 Other Requirements:
4.4.1 Protection types: Electrical/ operating panel IP 21 (or any relevant International Standard)
4.4.2 The manufacturer with have past experience of fabricating such systems, or at least similar systems for PV modules testing are preferred. A feedback from the clients should be enclosed.
4.4.3 Equipment should be delivered to the laboratory in semi knock–down condition. Components and sub-assemblies should be sent in separately packed conditions so that these can be easily taken in to the laboratory and thereafter assembled.
4.4.4 Exterior dimensions of the system along with the space required for operating it should be specified in the offer.
4.4.5 On-site acceptance tests should be demonstrated by the supplier using the actual sample modules, as per the standard IEC61215/61646. This would also form a part of comprehensive onsite training on operation, maintenance and general servicing of MLRT System should be provided. The training should be comprehensive till the completion of the full test.
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Total

DISCOUNT (if any)

NET TOTAL

Total (in words) __________________________________________________________

**Note:**
- This price bid format is indicative; bidders may quote for additional items, if any required for successful completion of entire project/ all activities.
- All the commercial terms and conditions of supply must be submitted along with the Technical Bid only.
- The discounts, if any, must be mentioned at the row/ column mentioned above and nowhere else.
ANNEXURE 1 - PROFORMA OF BANK GUARANTEE
(on non-judicial paper of appropriate value)

To,

Centre for Development of Advanced Computing
Pune University Campus
Ganesh Khind
Pune

BANKS GUARANTEE NO:
DATE:

Dear Sir(S)

This has reference to the Purchase Order No. ____________ Dated ____________ been placed by Centre for Development of Advanced Computing, (C-DAC) Pune under the project from MNRE on M/s (Name & Address of vendor) for supply, installation, commissioning and warranty of (description of items) at client’s site.

The conditions of this order provide that the vendor shall,

1. Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and
2. Arrange to install and commission the items listed in said order at client’s site, to the entire satisfaction of C-DAC & MNRE, and
3. Arrange for the comprehensive warranty service support towards the items supplied by vendor on site(s) in Bangalore/ Kolkata/ Gurgaon as per the warranty clause in said purchase order.

M/s (Name of Vendor) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the purchase order No. ____________ M/s. (name of vendor) holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

C-DAC shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the suppliers obligations and / or liabilities under or in connection with the said contract or to vary the terms vis-a- vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the supplier under the said contract and/or the remedies of C-DAC under any security (ies) now, or hereafter held by C-DAC and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of C-DAC hereunder or of prejudicing right of C-DAC against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of C-DAC and liabilities of the supplier arising up to and until date……

We (Name of Bank)__________________________ hereby agree and irrevocably undertake and promise that if in your (C-DAC’s) opinion any default is made by M/s. (Name of Vendor) in performing
any of the terms and/or conditions of the agreement or if in your opinion they commit any breach of
the contract or there is any demand by you against M/s. (Name of Vendor), then on notice to us by
you, we shall on demand and without demur and without reference to M/s. (Name of Vendor), pay
you, in any manner in which you may direct, the amount of Rs. ____________/-(Rupees
_____________________________Only) or such portion thereof as may be demanded by you not
exceeding the said sum and as you may from time to time require. Our liability to pay is not
dependent or conditional on your proceeding against M/s (Name of Vendor) and we shall be liable &
obligated to pay the aforesaid amount as and when demanded by you merely on an intimation being
given by you and even before any legal proceedings, if any, are taken against M/s (Name of Vendor)

The Bank hereby waives all rights at any time inconsistent with the terms of this undertaking
promise and the obligations of the bank in terms hereof shall not be anywise affected or suspended
by reason of any dispute or disputes having been raised by the supplier (whether or not pending
before any arbitrator, Tribunal or Court) or any denial of liability, by the supplier or any order or any
order or communication whatsoever by the supplier stopping or preventing or purporting to stop or
prevent payment by the Bank to C-DAC hereunder.

The amount stated in any notice of demand addressed by C-DAC to the Bank as claimed by C-DAC
from the supplier or as suffered or incurred by C-DAC on the account of any losses or damages or
costs, charges and/or expenses shall as between the Bank and C-DAC be conclusive of the amount
so claimed or liable to be paid to C-DAC or suffered or incurred by C-DAC, as the case may be and
payable by the Bank to C-DAC in terms hereof.

You (C-DAC’s) shall have full liberty without reference to us and without affecting this guarantee,
postpone for any time or from time to time the exercise of any of the powers and rights conferred on
you under the contract with the said M/s (Name of Vendor) and to enforce or to forbear from endorsing
any power or rights or by reason of time being given to the said M/s (name of Vendor) which under
law relating to the sureties would but for the provisions have the effect of releasing us.

You will have full liberty without reference to us and without affecting this guarantee, postpone for any
time or from time to time the exercise of any of the powers and rights conferred on you under the
contract with the said M/s. (Name of Vendor) and to enforce or to forbear from endorsing any power
or rights or by reason of time being given to the said M/s. (Name of Vendor) which under law relating
to the sureties would but for the provisions have the effect of releasing us.

Your right to recover the said sum of Rs. ____________/-(Rupees
_____________________________ Only) from us in manner aforesaid will not be affected/or
suspended by reason of the fact that any dispute or disputes have been raised the said M/s
and/or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up,
dissolution or change of constitution or insolvency of the said M/s. (Name of Vendor) but shall in all
respects and for all purposes be binding and operative until payment of all dues to C-DAC in respect
of such liability or liabilities.

Our liability under this guarantee is restricted to Rs. ____________/-(Rupees
_____________________________Only) Our guarantee shall remain in force until unless a suit action to
enforce a claim under guarantee is filed against us within six months from (which is date of expiry of

guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and
discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association
of our Bank and the undersigned has full power to do under the power of Attorney dated.
Notwithstanding anything contained herein:

A. Our liability under this guarantee shall not exceed Rs.……….(in words)

B. This bank guarantee shall be valid up to……& unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereafter i.e. after six months from the date of expiry of this Bank guarantee.

C. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before ………….

D. The Bank guarantee will expire on ………..
ANNEXURE 2 – MANUFACTURER AUTHORISATION FORMAT
(on manufacturer’s letterhead)

Date:

Material Management Group
Centre for Development of Advanced Computing
Pune University Campus, Ganesh Khind
Pune – 411 007

Subject: Manufacturer authorisation against tender no. CDACP/ MNRE/2012/124 for Supply, Installation, Testing & Commissioning of Mechanical Load Resistance System at ETDC, Bangalore, ERTL(E), Kolkata and SEC, Gurgaon.

Dear Sir,

We, M/s (Name of the manufacturer) having registered office at (address of the manufacturer) hereby virtue of being manufacturer for (Name of the product/s), hereby authorise M/s (Name of the bidder) having their office at (Address of bidder) to submit quote, negotiate, supply, install and provide after sales support for our range of products quoted by them to meet the above mentioned tender requirements at Bangalore, Kolkata and Gurgaon.

M/s (Name of the manufacturer) within the scope of requirement as per the tender mentioned above through its authorised partner M/s (Name of the bidder) shall provide support & product warranty services for a minimum period of three years from the date of supply.

The undersigned is authorised to issue such authorisation on behalf of M/s (Name of the manufacturer).

For M/s (Name of the manufacturer)

Signature & company seal
Name
Designation
e-mail
Mobile No.