

# SHRI MATA VAISHNO DEVI SHRINE BOARD, KATRA TENDER DOCUMENT

#### **FOR**

"Survey, Design, Supply, Installation, Testing and Commissioning of on Grid connected Rooftop Flexible light weight Solar Photovoltaic (SPV) Power Plant at Shri Mata Vaishno Devi Shrine Track with 15 years onsite warranty".

e-NIT No.: CO/DEV/670/870 DATED: 26.05.2025

Last Date for submission of e-Tender: 16.06.2025 upto

3:00 PM

**Address**: Central Office, Shri Mata Vaishno Devi Shrine Board, Katra(J&K) – 182301

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## Office of the Chief Executive Officer Shri Mata Vaishno Devi Shrine Board, Katra

e-NIT No.: CO/Dev/670/870 Dated: 26.05.2025

For and on behalf of the Chairman SMVD Shrine Board, Katra, through Chief Executive Officer, SMVD Shrine Board, Katra, invites bids through e-Tendering from reputed and experienced Contractors/ Firms / Agencies registered with Govt. Organizations and Public Sector undertakings for the following work:

S. No.	Description of work	Targeted power generation of the Plant	E.M.D. (in Rs.)
1.	Survey, Design, Supply, Installation, Testing and Commissioning of on Grid connected Rooftop Flexible light weight Solar Photovoltaic (SPV) Power Plant at Shri Mata Vaishno Devi Shrine Track with 15 years on-site warranty	1 MW	10.00 Lakh or 2% of the projected cost, whichever is higher.

The bidding document containing detailed terms and conditions/ BOQ can be seen/downloaded from http://jktenders.gov.in or SMVDSB website www.maavaishnodevi.org.

The Tender Document Fee of Rs. 5,000/- and the Earnest Money Deposit for the above-mentioned amount can be deposited in the official account of Shri Mata Vaishno Devi Shrine Board, Branch - **J&K Bank Katra, Account No. 0235040500001804, IFSC – JAKA0KATTRA** or it can be paid in the shape of CDR/TDR/FDR but not in the shape of DD (Demand Draft) drawn from any nationalized bank pledged to FA/Chief Accounts Officer, Shri Mata Vaishno Devi Shrine Board, Katra. The bidder shall mention UTR Nos. of both Tender Fee & EMD in the prescribed Technical Bid.

Complete bidding process will be done online on e-Tender portal <a href="www.jktenders.gov.in">www.jktenders.gov.in</a>. The tenders should be submitted strictly in accordance with the provisions of the detailed e-NIT. No Proposal will be accepted through any other mode.

Sd/-(Pawan Kumar Goswami, JKAS) Dy. Chief Executive Officer

#### 1. INSTRUCTION TO BIDDERS REGARDING E-TENDERING PROCESS

- i. The interested bidders can download the e-NIT/ bid document from the website www.jktenders.gov.in /official website of SMVDSB www.maavaishnodevi.org.
- **ii.** To participate in bidding process, bidders must get (DSC) "Digital Signature Certificate" as per information Technology Act-2000. This certificate will be required for digitally signing the bid.
- **iii.** The Bidders, who already possess valid (DSC) Digital Signature Certificate, need not to procure new Digital Signature Certificate.
- iv. The Technical Bids shall be opened online as per scheduled time mentioned in the e-NIT document.
- v. Financial Bid of technically qualified and successful bidders under QCBS shall be opened online, date and time for same shall be communicated separately.
- vi. The bidders must submit their bids online in electronic format with Digital Signature. The bids cannot be uploaded without Digital Signature. No Proposal will be accepted in physical form.
- **vii.** Before submission of online bids, bidders must ensure that scanned copies of all the necessary documents as mentioned in the e-NIT have been attached with the bid.
- viii. Bidders are advised to use "My Documents" area in their user ID on http://jktenders.gov.in, e-tendering portal to store important documents like Balance sheet, GST Registration Certificate, Tax Clearance Certificate, IT certificate and other related documents etc., and attach these certificates as non-statutory documents while submitting their bids.
  - ix. Bidders are advised not to make any change in BOQ (Bill of Quantities) contents or its name. In no case they should attempt to create similar BOQ manually. The BOQ downloaded should be used for filling the item rate as prescribed and it should be saved with the same contents.
  - **x.** Bidders are advised to scan their documents at 100 DPI (Dots per Inch) resolutions with Black and White, PDF / Scan properly.
  - **xi.** The Bidders should carefully study the e-NIT document and prepare their tender with consideration of all provisions of the document. They should fully acquaint themselves of site conditions and all other factors which may influence preparation of his tender.
- **xii.** Any queries / information related to the tender document / work can be sought via e-mail at dyceo@maavaishnodevi.net and am.dev@maavaishnodevi.net.
- xiii. The Tender shall be divided and evaluated into three categories as mentioned below:

- a) Technical Bid
- b) Presentation as per requisite parameters specified elsewhere in the e-NIT.
- c) Financial Bid comprising of separate components for survey, design, supply, installation and commissioning of 1MW SPV Power Plant and maintenance of 1MW SPV Power Plant for 15 years from date of commissioning.
- **xiv.** A Pre-Bid Meet shall be held wherein details about the tender shall be discussed.

#### 2. TENDER SCHEDULE

i. The e-NIT Schedule is as under:

Publishing Date	:	26.05.2025 at 05:00PM
Download Start Date	:	26.05.2025 from 05:30PM onwards
Pre-bid Meeting		02.06.2025 at 11:00 AM
		(at Central Office, SMVDSB, Katra)
Bid Submission Start Date	:	04.06.2025 from 02:00PM onwards
Bid Submission End Date (Online)	:	16.06.2025 at 03:00 PM
Date of Opening of Technical Bid	:	17.06.2025 at 03:00 PM
(Online)		

- ii. In case of holiday, the bids shall be opened on the next working day. Further, the price bids of only those bidders shall be opened who qualify the Technical Eligibility Criteria after scrutiny of the documents in Technical Bid and points obtained in the presentation under QCBS.
- **iii.** SMVDSB will not be responsible for any delay in online submission of the bid due to any reason (Technical or otherwise).
- **iv.** Bidders must ensure to upload scanned copies of all necessary documents as mentioned in the e-NIT.
- v. The bidders need not submit hard copies of the uploaded documents at Central Office, SMVDSB, Katra, which shall only be obtained from the successful bidder after completion of the process. However, the original EMDs should reach Central Office, SMVDSB, Katra within a week's time from the last date of bids submission.

#### 3. ELIGIBILITY CRITERIA

#### A. TECHNICAL

i. Registered Entity – Tenderer / bidder should be a registered entity under law (Documentary proof to be attached).

- ii. The tenderer / bidder should be registered with the UT DISCOM / MNRE under any Solar related government policies / scheme to ensure successful execution of Roof top Flexible Solar Photo Voltaic Panels Installation and Grid Connectivity as per the J&K DISCOM norms.
- **iii.** The tenderer / bidder must submit tender / bid specific OEM Authorization Certificate clearly showing bid reference number.
- iv. The tenderer / bidder should have ISO 9001:2015 certification.
- v. The tenderer / bidder shall provide an escalation matrix.

#### B. Financial:

- i. The tenderer / bidder must have acumulative turnover of at least Rs 6 Crores over last 3 consecutive financial years, turnover certificate shall be authenticated by CA.
- ii. The cumulative turnover over the last three financial years shall be calculated as per the audited balance sheet. However, in case balance sheet of the previous year is yet to be prepared/ audited, the audited balance sheet of the fourth previous year shall be considered for calculating average annual turnover.
- **iii.** The tenderers / bidders shall submit requisite information as per-tender documents **along with** Certificate, as stated above, from Chartered Accountant duly supported by Audited Balance Sheet.

#### 4. **SELECTION CRITERIA**:

All bidders shall submit documentary proof in support of meeting Eligibility Criteria. In the first stage of evaluation, Proposals shall be rejected, if found deficient as per the requirements of e-Tender/Bid Processing Fee and other eligibility criteria. Only bids conforming to the e-NIT conditions shall be further taken up for evaluation. Financial bids of Technically qualified bidders shall be opened only after the culmination of the QCBS process. The participating bidder's criteria eligibility shall be evaluated on the basis of points to be obtained in the point matrix and Quality Cost Based Selection method (QCBS).

The bidder shall follow two bids' systems where the technical bid and financial bid shall be evaluated separately and the bidder meeting the minimum eligibility requirements will be invited for making a presentation. The points earmarked for the evaluation of bids based on technical and financial terms are as follows:

#### A. Bid Evaluation criteria (Technical and Financial):

#### **TECHNICAL BID EVALUATION:**

i. The firms fulfilling the minimum eligibility criteria shall be called for post-bid profile presentation wherein the bidders shall give a presentation regarding the latest methods and technology used by the firms and the same shall be evaluated by the committee formed by Chief Executive Officer / of the Board.

- ii. The tendering evaluation shall be done on weightage with 60% to technical evaluation and 40% to financial evaluation as per Rule 192(iii) of the GFR Rules 2017 of Ministry of Finance, Department of Expenditure.
- **iii.**For qualifying in the technical bid, the bidder shall score a minimum of 35 points out of 50 as mentioned in S. No. 1 to 4 in the below given point matrix table as per Illustration 1 below:
  - <u>Illustration 1</u> (Technical Weightage): For instance, if a bidder has secured 40 marks out of the total 50 marks in technical evaluation his technical evaluation value shall be 24 (60% of 40).
- iv. The bidder who qualifies in the technical evaluation stage shall only be eligible for opening of their financial bids. However, the Shrine Board reserves the right to negotiate the quoted rates, terms & conditions with the lowest tenderer or any of the other Tenderers on quality basis to ascertain the suitability of the acceptance offer.

#### **POINT MATRIX**

S No	Description	Particular s	Max Points	Document detail required (duly attested by the firm)
1	Cumulative turnover	>25 Cr	10	Audited Balance Sheet
	over last three financial	10 to 25 Cr	7	of relevant period and
	years (Min. 6 Cr)	5 to 10Cr	5	CA Certificate
2	Industry Experience in	>10 yrs	10	Suitable supportive
	the field of SPV	7 to 10 yrs	7	document
	(Min. 5 years)	5 to 7 yrs.	5	
3	Experience in	> 5yrs	10	Suitable supportive
	manufacturing & installation of Flexible	3 to 5 yrs	7	document
	roof-top SPV Panels. (Min. 2 years)	2 to 3 yrs	5	
4	Power Point Presentation (20 Marks)	of the Code Stand being in the manu proce per th	editation product s & lards followed facturing ess as le ative list	The commitments and averments of the PPT shall be provided on affidavit duly attested.

Total 50 Marks
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#### **FINANCIAL BID EVALUATION:**

- i. As the financial evaluation shall be given 40% of the weightage, the bidder with the lowest bid prices (L-1) shall be assigned full marks i.e. 20 marks (40% of 50) and his total scores of the bid shall be as per Illustration 2 below:
  - <u>Illustration 2</u>: For instance, if the bidder at illustration 1 is L-1 Bidder and quoted Rs. 100/- for being L-1, then his total value shall be 44 [i.e. 24 (Technical Value) + 20 (Financial Value)].
- **ii.** The financial scores of the other bidders i.e. L-2, L-3.... and so on shall be computed as below as explained at illustration 3 below:
  - <u>Illustration 3:</u> For instance, if the bidder of Illustration 1 is L-2 Bidder and he quoted Rs. 125/- therefore 40% being the weighted value, the financial score for I-2 shall be computed as:  $20 \times 100$  (I-1 price)/125 (quoted price of I-2) = 16.
- iii. The bidder's ranking shall be arranged depending on the marks obtained by the bidder in Technical and Financial Evaluation. The bidder attaining highest score after considering technical and financial values shall be awarded with the contract ONLY ON L-1 RATESand in case of the tie in rates, the bidder scoring more in the technical bid evaluation process shall be considered for the allotment of the contract.

#### 5. Work Experience

- i. The bidder (Themselves or through OEM/ Manufacturer) should have a minimum of 5 years' experience in the field of SPV Panels and minimum 2 years' experience in manufacturing and installation of Flexible SPV Panels.
- ii. The tenderer / bidder (Themselves or through OEM/ Manufacturer), should have successfully completed or substantially completed any one of the following categories of works during last 03 (Three) years, ending the last day of month before the one in which tender is invited:

Three Similar works of not less than 40% of targeted power generation,

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Two similar works of not less than 50% of targeted power generation,

Or

One similar work of not less than 80% of targeted power generation.

## \*Similar work means Design, Supply,Installation and Commissioning of on Grid Connected rooftop flexible Solar Photovoltaic Panels\*

- iii. Work experience certificate from private individual shall not be considered. However, in addition to work experience certificates issued by any Govt. Organization, work experience certificate issued by any company having average annual turnover of Rs 500 crore and above in last 3 financial years excluding the current financial year, shall also be considered provided the work experience certificate has been issued by a person authorized by the Public listed company to issue such certificates.
- iv. In case tenderer or the OEM/Manufacturer submits work experience certificate issued by a company, the tenderer shall also submit along with work experience certificate, the relevant copy of work order, in support of above work experience certificate.

#### 6. <u>SMVDSB's RIGHT TO ACCEPT OR REJECT BIDS</u>

- i. SMVDSB reserves the right to accept or reject any or all the bids. SMVDSB, however, does not bind himself to accept the lowest bid. SMVDSB reserves the option to award the contract on the lowest approved rates to the contractor offered lowest rates or it may split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rate of the bidder should hold good for such eventualities.
- **ii.** Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.

- **iii.** Canvassing in connection with tenders is strictly prohibited and if any bidder is found involved in canvassing his bid will be outrightly rejected.
- iv. SMVDSB reserves the right to accept or reject any bid, and to annul the bid process and reject any or all the bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidders or bidder of the grounds for SMVDSB's action.

#### 7. CORRECTION OF ERRORS IN FINANCIAL BIDS

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- **iii.** If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to Clause (i) and (ii) above.

#### 8. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of his bid and SMVDSB in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### 9. Scope of works:

- a) The project includes "Survey, Design, Supply, Installation, Testing, Commissioning of on Grid Connected Rooftop Flexible lightweight1 MWp Solar Photovoltaic (SPV) power plant at Shri Mata Vaishno Devi Shrine Track with 15 years on-site warranty". The Solar Panels will be installed on various roofs on the sheds on the Tarakote track.
- b) The Bidder shall ensure availability of spares and components in adequate quantities at the site throughout the warranty period.
- c) Bidders may note that this is a contract inclusive of the scope as indicated elsewhere in the specification. Each of the plant and equipment shall be fully integrated, engineered and designed to perform in accordance with the technical specification. All engineering and technical services required ensuring a completely engineered plant shall be provided in respect of mechanical, electrical, control & instrumentation, civil & structural works as per the scope.
- d) Instant tender is for "Survey, Design, Supply, Installation, Testing, Commissioning of Grid Connected Rooftop Flexible light-weight Solar Photovoltaic (SPV) power plant at Shri Mata Vaishno Devi Shrine Track with 15 years on-site warranty" The work to be executed under the Contract include design, manufacture, supply, installation, integrated

testing and commissioning, and training of Employer's staff, special tools, and documentation for a complete System necessary to deliver the requirements of this Specification. This shall include a 15-year On-Site Warranty on all equipment supplied under the scope of this contract.

- **e)** The scope of works under this Tender shall include survey, design, supply, testing, storage, erection, pre-commissioning testing and commissioning of the items connected with the requirement thereof.
- **f)** Civil Engineering work (modifications in walls/floors/foundation/ceiling/doors/windows etc.,), if required for installation shall be done by the contractor without any additional cost.
- g) The design of the SPV Flexible panel shall be such, to resist adequately the menace of monkeys on the said track. Any damages to the SPV Panel and allied structures/equipment due to monkey menace or any other reasons shall be covered under the warranty.

#### 10. PERIOD OF COMPLETION:

The work to be completed within 6 months from the date of issue of Letter of Acceptance (LOA).

#### Timeline of work-

Sr. No.	Activity	Time line
1.	Date of issue of Letter of Acceptance	D
2.	Submission of Design drawing of all sites after survey and vetting from IIT/NIT	D+1 month
3.	Approval from Technical Wing of SMVDSB	D+1.5 Month
4.	Delivery of Material at site	D+3 Months
5.	Completion of Entire work	D + 6 months
6.	Incentive for Completion of the project before the scheduled time	0.25% per week subject to a maximum of 1% of the cost of project

#### 11. <u>Provisional Acceptance</u>

i. Immediately after the completion of the installation the Contractor will certify and advise the Purchaser in writing that the installation is: -

Complete

Ready for satisfactory regular service and

Ready to be handed over.

- **ii.** He will also place at the disposal of the Authority the required staff for inspection, testing and putting it into operation.
- **iii.** The test or test specified will be conducted jointly by the Authority and Contractor as soon as possible after receiving advice of completion of the installation by the Authority from the Contractor.

- **iv.** After the Authority is satisfied with the satisfactory working of the installation, a "Provisional acceptance certificate" signed by both the parties shall be issued.
- v. Should the result/s of inspection and tests not be satisfactory an extension of time for one month will be granted to make good, defects and deficiencies pointed out by the Purchaser. A fresh inspection and test/s will then be carried out after the Contractor has attended to the defects and deficiencies. If these are not satisfactory, the Authority may proceed at the Contractor's expense deemed expedient, to have the installation made satisfactory until they comply with the specifications and designs.
- vi. In such a case or in case of delay not attributed to SMVDSB in completing the work under this Contract within the time limit the Board Reserves the right, if deemed possible to use in a reasonable manner any part of the installation even if the same is not completely erected. The Board will give it to the Contractor for this purpose seven days previous notice. The Contractor shall then take at his own expense all necessary steps to complete the works in accordance with the provisions of the Contract.

#### 12. <u>Guarantee/ Warranty:</u>

- i. The Contractor shall guarantee satisfactory working of the installation erected by him, for a period of **180** months from the date of issue of Final Acceptance Certificate of the respective Schedule.
- ii. During this period the Contractor shall make available an experienced Engineer and necessary equipment to attend to any defective Installation and be responsible for satisfying himself that the Authority's staff follow the prescribed procedure for operation and maintenance of equipment. The Contractor shall provide necessary modifications, additions or substitutions that may be considered necessary due to faulty materials, designs or workmanship for the satisfactory working of the equipment. The final decision shall rest with the SMVDSB (Authority).
- **iii.** During the period of guarantee, the Contractor shall be liable for the replacement of any parts which may be found defective in the equipment. An adequate quantity of the spares and equipment shall be ensured at the site for immediate repairs and any such replacement.
- iv. The repaired or renewed parts be delivered and erected at site free of charges to the
- **v.** Any materials supplied under quantum of work and materials, items of works included in price schedule and their variations shall also be covered by the provisions of this clause.
- **vi.** Any damages to the SPV Panel and allied structures/equipment due to monkey menace or any other reasons shall be covered under the warranty.
- vii. As a measure to enforce Guarantee/Warranty for the above specified period 10% of the payment shall be held as security which shall be released as per clause 20 of the e-NIT

#### 13. <u>Final Acceptance:</u>

i. Final Acceptance of the installation shall take effect from the date of expiration of the period of guarantee, provided the installation previously accepted provisionally

- is still in good working order. Final Acceptance Certificate (FAC) will be issued after completion of the guarantee period of completed work. No Part FAC shall be issued.
- **ii.** If the installation is not found in good working order at the end of the guarantee period, the Board shall carry out those works or have them carried out on Suo motu on behalf of the Contractor and at his expenses.

#### 14. Designs and drawings:

- i. The contractor shall furnish all calculations, designs, components and their make, drawings, explanatory notes, schedules information, data, progress charts and other documents in triplicate to the Board, duly vetted from IIT/NIT.
- **ii.** The price variation is not applicable to this tender. The price quoted by the tenderer and accepted by the Board shall hold good till completion of the work. The quoted rate should be inclusive of all taxes and duties including GST.
- iii. The contractor / tenderer should warn all staff working under him about the Electrified rail, Transformer, Electric control panel etc. and prevent them from going near it when those are live.

#### 15. Quality of materials and erection:

- i. Flexible light-weight Solar PV modules should be designed to last 25 years or more. It is therefore essential that all system components and parts, including the mounting structures, cables, junction boxes, distribution boxes and other parts also have a life cycle of at least 25 years. Therefore, all works shall be undertaken with the highest levels of quality and workmanship. During inspection special attention will be given to neatness of work execution and conformity with quality and safety norms. Noncompliant works will have to be redone at the cost of the Installer.
- ii. The whole of the works and/or supply of materials specified and provided in the contract or that may be necessary to be done in order to form and complete any part thereof shall be executed in the best and most substantial workman like manner with materials of the best and most approved quality of their respective kinds, agreeable to the particulars contained in or implied by the specifications and as referred to in and represented by the drawings or in such other additional particulars, instructions and drawings given during the carrying on of the works and to the entire satisfaction of the Engineer according to the instructions and directions which the Contractors may from time to time receive from the Engineer. Unless specified to the contrary all materials and work shall comply with the Central Electricity Authority Regulations, Indian Electricity Rules, relevant British Standard Specification/VQE & IEC specifications/ARI Refrigeration Institute) JIS (Japanese (American Industrial Standard). Where any equipment is supplied in conformity with VDE/ARI/JIS Standard as well as of any other specification that may be required for cross reference, shall be supplied by the Contractor-free of charge.

- iii. It is essential that the manufacturer/s from whom the supply is arranged should have long experience of designing and manufacture of such materials and the requisite facilities for testing prototypes supplied against this contract should be available with the manufacturer/s. If requisite facilities are not available with the manufacturer, the manufacturer shall arrange to carry out prototype tests at his own cost in a testing laboratory approved by the Purchaser. However, all facilities for testing Routine Test shall be available with the manufacturers.
- iv. All erection work carried out should also be of the highest quality.
- v. The Contractor shall be solely responsible for the correctness of the positions, levels and dimensions of the works according to approved drawing, notwithstanding that he may have been assisted by the authorized staff of the Board.
- vi. If any dimension figured upon a drawing differs from that obtained by scaling the drawings the figured dimension should be normally taken as correct unless it is a prima-facie mistake. But all such cases shall be brought to the notice of the AEE (Elect) of the Board and the discrepancy set right before execution.
- vii. All designs and drawings submitted by the Contractor shall be based on a thorough study and shall be such that the Contractor is satisfied about their suitability. The Board's approval will be based on these considerations. Not-withstanding approval communicated by the Purchaser during the progress of the Contract, for designs and drawings, prototype samples of materials, after inspection of materials after erections and adjustment to installations, the ultimate responsibility for correct design and execution of work shall rest with the Contractor.
- viii. The Contractor / tenderer shall be responsible for any alteration of works arising from any discrepancies, errors or omissions in design and drawings supplied by him whether such designs and drawings have been approved by the Purchaser or not.
- ix. The materials may be subjected to tests by means of such machines, instruments and appliances as the Engineer may direct and wholly at the expense of the Contractor.
- x. The Engineer or the Engineer's representative shall be entitled to order from time to time.
- xi. The removal from the site within the time specified in the order of any materials which in his opinion are not in accordance with the specifications.
- xii. The substitution of proper and suitable materials and,
- xiii. The removal and proper-re execution (Notwithstanding any previous tests thereof or "on account" payments therefor) or any work which in respect of materials or workmanship is not in his opinion in accordance with the specification.

#### 17. Responsibilities of Contractor

a) The Tenderer are advised in their own interest to inspect/check the condition of all the installations etc. at surface and RTS Box to ascertain the conditions of each item of schedule of work physically before they submit their offer. Submission of their offer will mean that they properly inspected and assessed

the condition of all theitems and the works involved of all items as per specification for beneficial use of operation and service by SMVDSBand have offered their rates accordingly.

- b) The stations premises shall be kept clean of any stain / scraps and debris, water etc. arising out of this work. Spreading of oil and other inflammables shall be strictly prohibited.
- c) The price quoted by the tenderer and accepted by SMVDSBshall hold good till completion of the work, even in extended period if any. No escalation/revision of accepted rates shall be allowed.
- d) The contractor shall furnish the name and number of staff employed for execution of work every time, before starting the work, to Asstt. Ex. Engineer for getting permission for work. Necessary photo Identity Cards to be arranged by the contractor as perSMVDSB's procedure.
- e) The work in general will have to be done on SITE.
- f) All labours, materials, tools and plants etc. required for the work will have to be arranged by the contractor at his own cost. No materials will be arranged by SMVDSB either on free cost basis or on cost recovery basis except those stated elsewhere in this tender document.
- g) First aid facilities shall be made available by the contractor along with first aid box at every workplace.
- h) The contractor shall make programme for working and submit the same to the supervisor/ In-charge at least 3 days before. According, the supervisor arrange for permit to work under power block.
- i) For tackling emergency works in connection with this subject work the contractor should be able to mobilize his labours and materials instantaneously at a very short notice. SMVDSBrepresentative will inform the contractor in case of emergency. For this purpose, a contractor's responsible representative should always be available at point, which will be nominated by the Officer-In-Charge throughout.
- j) For the safe work of his labours and staff, the contractor will be entirely responsible regarding danger of electrocution due to presence of electrified third rail. Live cables and other equipment inside the premises. The contractor shall make his labours and staff aware and conversant with the possible danger with the help and advice of SMVDSB's supervisor. Such advice shall be arranged free of cost at contractor request.
- k) The contractor shall be solely responsible for compliance of Patents in respect of equipment being installed.

#### 18. INSPECTION:

All materials will be subject to inspection and test by the Purchaser or his representative at the Manufacturer's works before dispatch and no materials shall be dispatched from the manufacturer's works until these are inspected and or approved. The materials may also be inspected by the purchaser or his representatives again at the Contractor's depot/works site. The Purchaser or his representatives shall have the right to be present during all stages of manufacture, and shall be afforded, free of charge all reasonable facilities for inspecting and testing so as to satisfy himself/themselves that the materials are in accordance with specifications, approved drawings and designs. Any unreasonable delay in inspection will be a reasonable ground

for extension of time for completion of work. Inspections shall be carried out as per relevant governing specifications.

Following points to be maintained for inspection-

- a) Facilities for inspection are to be provided by the manufacturer.
- b) All erection and installation work shall be subject to inspection by the purchaser to ensure that the work is done in accordance with specifications, and of the best quality suitable for the purpose.
- c) All equipment shall be subjected to type tests and routine tests as per specifications and pre commissioning & performance tests.
- d) All materials which are specified for test at the manufacturer's works, must satisfactorily pass the performance and other tests in accordance with IS/BS/IEC etc. specification except to the extent of deviations agreed to.
- e) All the expenses of Purchaser's representative shall be borne by the Purchaser, whether the inspected material is finally utilized in work or not.

#### 19. FOREIGN EXCHANGE:

No foreign exchange shall be provided by the purchaser to the contractor at any stage for the works under this contract.

#### 20. PAYMENT AND RECOVERY TERMS:

- a) All invoices shall be accompanied with the following:
  - i) Supplier's delivery challan
  - ii) Tests certificates/documents as per specification/employer's requirement
  - iii) Inspection certificate granted by Board'srepresentative
  - iv) Certificate of receipt of materials at the work site duly accepted by Board's engineers.
- b) The payments shall be released against the GST compliance Invoices raised by the Contractor as per the following schedule duly certified by the Engineer-In-charge of Shri Mata Vaishno Devi Shrine Board.

S.No	Activity	Percentage of Payment to be released
A.	Up to Installation & Commissioning of the SPV Plant (Within 5 Months)	90% as per schedule 1 to 4
1	Submission of design drawings after survey of site	5%
2	Approval from the Technical wing	5%
3	Delivery of all Material at site	40%
4	Completion of Entire Installation& Commissioning and furnishing proof of	40%

В	transmitting 1MWp into the grid (6 Months)  Till the warranty is in force i.e. 15 years	10% as per Schedule
	from the date of Final Acceptance	given at 5 below
5	On conducting 4 Quarterly inspections during the year and certification regarding satisfactory working of the plant during the 15-year warranty period	2% every three years from the date of Final Acceptance subject to conducting 4 quarterly inspections of the SPV Plant per year and furnishing a certification regarding its satisfactory operationand transmission of at least 1MW power to the grid, on quarterly basis.

- c) All other applicable taxes shall be deducted (at applicable rates) before the release of payment to the Contractor.
- d) All the Tax Invoices raised by the Contractor shall be inclusive of all taxes.
- e) The Contractor shall inspect the Plant on quarterly basis for ensuring its satisfactory working. 10% of the component of the payment shall be attributed to ensuring the same, which shall be released as per S.No.5 in above table.

#### 21 GENERAL SPECIFICATION

#### a) General specifications and requirements for electrical works.

This specification is intended to cover general electrical works for Design, Supply, Installation, Testing, Commissioning of on Grid Connected Rooftop Flexible light-weight Solar Photovoltaic (SPV) power plant at Shri Mata Vaishno Devi Shrine Board, Track with 15 years on-site warranty. It is not the intent to specify completely herein all aspects of design and constructional features of equipment and details of the work to be carried out, nevertheless. The equipment and work shall confirm in all respects to high standards of Engineering, design and workmanship and shall be capable of performing in continuous commercial operation in a manner acceptable to the Purchaser who will interpret the meaning of the specifications and drawings and shall have right to reject or accept any work or material which in his assessment is not complete to meet the requirement of this specifications and or applicable code and standards mentioned elsewhere in this specifications.

#### b) <u>Drawings</u>

The contractor shall prepare and submit the detailed drawings duly vetted by IIT/NIT, of all the Installation, AC Distribution Board, DC Distribution Board etc. to the Authority.

- Completion Drawings Three copies of "As built/as erected drawing" for each equipment/layout etc. along with soft copy in email/ Pen Drive shall be submitted after commissioning of the work but before issue of Provisional Acceptance Certificate (PAC) against individual schedules of works.
- 2. No PAC shall be issued until correct as built/As Erected drawings are submitted to the Authority. These drawings must provide:
  - i. Complete SLD of Rooftop Solar PV Power Plant.
  - ii. Run & size of PVC conduit pipe and inspections.
  - iii. Number and size of conductor in each PVC conduit pipe.
  - iv. Locations and details of distribution board, main switches and other particulars.
  - v. A complete wiring diagram as installed and schematic drawings showing all connections in the complete electrical system.
  - vi. Location of outlets, junction boxes and size of various PVC conduit for power.
  - vii. Instructions, maintenance and operation manuals for equipment supplied.
  - viii. Layout and particulars of cables.

#### c) Applicable codes and standards:

All equipment, supply, erection, testing and commissioning shall comply with the requirements of Indian Standards and code of practice given below as amended up to date. All equipment and material being supplied shall meet the requirements of IS, regulation (fire insurance), Chief Inspector of Explosives, Electrical Inspectorate, pollution emission norms as may be prescribed by the competent authority and Indian Electricity rules and other Codes/Publications as mentioned later in this tender.

i) The system of internal wiring shall consist of single core multi stranded FRLS PVC insulated Copper conductor wires of different sizes in heavy duty PVC conduit casing & capping channel as per requirement.

#### d) Colour code of conductors:

Colour code shall be maintained for the entire wiring installation: Red, Yellow, Blue for three phases, Black for neutral and green for earth. DC positive wires shall be red (or black+red) and DC negative wires shall be black colour.

#### e) Wires:

Progressive automatic in line indelible, legible and sequential marking of the length of cable in Meter at every one meter shall be provided on the outer sheath of cable / Wire.

#### f) Cables & Wires details:

The design manufacture, testing and supply of single core, FRLS PVC insulated, 1.1 KV grade copper wires under these specifications shall comply with latest edition of following standards.

JS: 8130 <b>22. S</b>	Conductors for insulated electric cables and flexible
<del>-</del>	cords.
IS: <del>5</del> 961	Current rating for cables.
IS: \$831	PVC insulation and sheath of electric cables.
IS: <del>p</del> 694	PVC insulated cables for working voltage up to and
±	including 1100 volts.
ASTM-D 2863-77, ASTM-	FRLS Properties
D 2843-77, IEC 754-1	

ation for On-Grid Rooftop Flexible Solar Photovoltaic (SPV) Power Plant

#### a) RooftopandInstallationRequirements:

The shadow-free area required for installation of rooftop solar PV system shall be as per norms per KW (kilowatt). This number includes provision for clearances between solar PV array rows. Sufficient area shall be available for servicing the system. In between the rows of solar panels sufficient gap needs to be provided to avoid the shading of a row by an adjacent row.

Bidder will Supply, transport all necessary materials & equipment to the site and lifting of Materials from ground floor to the roof top / shed area.

#### b) System Components

Components and parts used in solar PV plant should conform to the BIS or IEC or other international specifications, whereversuch specifications are availableand applicable.

c) The indicative list of applicable codes and standards is a smentioned below:

Codes	Description	
IEC61215-1-1: 2016	Terrestrial photovoltaic (PV) modules -	
/ 1-2 :2016 /	Design qualification and type approval -	
IEC 61215-1-4: 2016	Part 1-2: Special requirements for testing	
1	Of thin-film Cadmium Telluride (CdTe)	
IEC 61215-1-3:2016	Based photovoltaic (PV) modules. Part 1-4:	
(as applicable)	Special requirements for testing of thin film	
	Cu (In,GA) (S,Se)2 based photovoltaic (PV)	
	Modules. Part 1-3: Special requirements	
	for testing of thin-film amorphous silicon	
	based photovoltaic (PV) modules	

IEC 61730 – 1	Photovoltaic (PV) module safety qualification – Part 1: Requirements for construction
IEC 61730 – 2	Photovoltaic (PV) module safety qualification – Part 2: Requirements for Testing

- d) All the modules in the PV plant should be arranged in a way to minimize the mismatch losses.
- e) A mechanism for detection of defective/faulty SPV Panels should be put in place so as to minimize the rectification time.

#### f) <u>SolarPVModulesMountingStructure</u>:

The PV modules shall be mounted on fixed metallic structures having adequate strength and appropriate design, which can withstand the load of the modules and high wind velocities upto 150 km/hr. The support structure shall be galvanized steel or aluminium.

- i. Supply,installation,erectionandacceptanceofmodulemountingstructure(MMS) with all necessaryaccessories,auxiliariesandsparepartshallbeinthescopeofthe work.
- ii. The module alignment and tilt angle should be as per slope of the building / installation site.
- iii. The mounting structure shall be designed for simple mechanical and electrical installation. It shall support SPV modules at a given orientation, absorb and transfer the mechanical loads to the base properly.
- iv. The Mounting structure shall be grounded properly using GI strips and maintenance free earthing kit.
- v. Module mounting structures can be made from three types of materials. They are Galvanized Iron, Aluminium and Galvanized Mild Steel (MS).
- vi. MMS Steel shall be as per latest IS 2062:2011 and galvanization of the mountingstructureshallbeincomplianceoflatestIS4759.MMSAluminiumshallb easperAA6063 T6. For Aluminium structures, necessary protection towards rusting need to be provided either bycoatingor anodization.
- vii. All bolts, nuts, fasteners shall be of stainless steel of grade SS 304 or hot dip galvanized, panel mounting clamps shall be of aluminium and must sustain the adverse climatic conditions. Structural material shall be corrosion resistant and electrolytic ally compatible with the material sused in the module frame, its fasteners, nuts and bolts.
- viii. The Mounting structure shall be so designed to withstand the wind speed upto 150 km/hr. The PV arraystructuredesign shall be appropriatewith

- adequatefactor of safety.
- ix. Suitablefasteningarrangementsuchasgroutingandcalmingshouldbeprovidedt osecure the installation against the specific wind speed. The Successful bidder shallbefullyresponsibleforanydamages to SPVSystem caused duetohigh windvelocitywithinguarantee period asper technical specification.
- x. Adequate spacing shall be provided between two panel frames and rows of panelsto facilitate personnel protection, ease of installation, replacement, cleaning ofpanelsand electrical maintenance.
- xi. The structureshallbedesignedtowithstandoperatingenvironmentalconditionsfor aperiod of minimum 25 years.
- xii. The prospective Installer shall specify installation details of the solar PV modules and the support structures with lay-out drawings and array connection diagrams.

#### 23. Miscellaneous:

- i. Connectivity: The maximum capacity for interconnection with the grid at a specificvoltage level shall be as specified in the SERC regulation for Grid connectivity and norms of **DISCOM** and amended from time to time.
- ii. Safety measures: Electrical safety of the installation(s) including connectivity with the grid must be considered and all the safety rules & regulations applicable as perElectricityAct, 2003 andCEASafetyRegulation 2023 etc. must be followed.
- iii. Shadowanalysis: Theshadowanalysisreportof each site should be provided and install the system only in shadow free space.

#### 24. <u>NET METERING:</u>

- i. Solar PV system shall evacuate power at LT voltage level (415v) and further synchronize with the grid through the already existing evacuation infrastructure of 11 Kv/ 33kv/66kv as above.
- ii. Net metering shall be done under prevalent norms.

#### 25. VALIDITY OF BIDS:

The price bid of the tender shall be valid for **term of 180 days**.

#### 26. TIME SCHEDULE:

The basic consideration and the essence of the contract shall be strict adherence to the time schedule specified in the bidding document.

#### 27. PRE-BID MEETING/ BIDDER'S SITE VISIT:

The bidders shall be required to visit and examine the sites and their surroundings and obtain all the information that may be necessary for preparing the bid. Such a site visit shall be at the contractor's own expense, risk and responsibility. Lack of

knowledge of site /site conditions/working conditions shall not be considered as a reason whatsoever it may be. SMVDSB, however, shall facilitate such visits to the extent possible on written requests of prospective bidders.

#### 28. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY:

- i. The bidders can deposit the requisite earnest money amounting toRs. 10.00 lakhor 2% of the Projected cost whichever is higherin the official account of Shri Mata Vaishno Devi Shrine Board, Branch J&K Bank Katra, Account No. 0235040500001804, IFSC JAKA0KATTRA or it can be in the shape of CDR/TDR/FDR drawn from any nationalised bank pledged to FA/Chief Accounts Officer, SMVDSB, Katra.
- **ii.** Bid securities of the unsuccessful bidders shall be returned at the earliest after the expiry of the final bid validity period and latest by the 30<sup>th</sup> day after the award of the contract to the successful bidder. Bid security shall be refunded to the successful bidder on receipt of a performance security.
- iii. A bidder's EMD will be forfeited if the bidder:
  - a. Withdraws or amends its / his tender;
  - **b.** Impairs or derogates from the tender in any respect within the period of the validity of the tender.
  - **c.** If the bidder does not accept the correction of his bid price during evaluation and.
  - **d.** If the successful bidder fails to sign the contract or furnish the required performance security within the specified period.

#### 29. PERFORMANCE SECURITY

The successful Bidder shall furnish performance securityequivalent to **05%** (five percent) of the total value of the Contract, in the form of Bank Guarantee from any Nationalized / Scheduled Bank pledged to the Chief Accounts Officer, SMVDSB, Katra within a period of **15 Days** from the issuance of Letter of Award. Failure to do so within the stipulated period, the contract shall be liable for cancellation together with forfeiture of the Earnest Money Deposit (EMD).

The Performance Security shall remain valid till the operation of the plant and shall be released within 01 month after the issuance of the Final Acceptance Certificateand receipt of NOC from Engineer In-charge, SMVDSB.

#### 30. PLACEMENT OF LETTER OF AWARD

After approval of the bid, SMVDSB will notify the successful bidderregarding acceptance of his bid in writing by issuing a Letter of Award (L.O.A.). The successful bidder shall sign and return one copy of the L.O.A.

to SMVDSB as an acknowledgement of unconditional acceptance of the same within **7** (seven) days of issue of L.O.A.

#### 31. SIGNING OF CONTRACT AGREEMENT

The contractor shall sign contract agreement within **30 days** of issue of letter of award, subject to submission of performance security by the Contractor. The contract agreement shall be signed only by the principal contractor/ Authorized Signatory on behalf of principal contractor.

#### 32. LAWS GOVERNING CONTRACT:

The contract shall be binding according to Acts/Laws in force in the UT of Jammu & Kashmir and shall be under the jurisdiction of Local Courts at Katra Courts only.

#### 33. LANGUAGE AND MEASURES:

All documents pertain to the contract including specifications, schedule, notice, correspondences, operating and maintenance instructions, drawings or any other writings be written in English language. The metric system of measurement shall be used exclusively in this contract.

#### 34. CORRESPONDENCE:

Any notice to the contractor under terms of the contract shall be served by email/ registered mail or by hand at the contractor's site office / principal place of business. Any notice to SMVDSB shall be served at the SMVDSB's principal office in the same manner.

#### 35. RATES AND TAXES

- (i) The quoted rates shall be as per the Price Bid Format and shall be inclusive of necessary test check, dismantling & reassembling.
- (ii) The quoted rates shall be inclusive of all taxes, duties, levies, excise duty etc as applicable from time to time.
- (iii) The difference in rates due to upward or downward revision in taxes, if any, shall be considered on submission of documentary proof and subject to satisfaction of SMVDSB.

#### 36. <u>E-WASTE RULES/GUIDELINES</u>

The Contractor shall comply with applicable e-waste rules/guidelines of the Government or any other regulatory body. Since, the site is at a religious place, all the staff, workers, labour shall abide the Laws of the land. Consumption of liquor,

smoking and non-vegetarian foods are strictly banned at site and the violation found if any shall attract the punishment as per Laws of Land.

#### 37. PENALTY

i. In case of failure on the part of the Contractor to restore the services in case of breakdown of the system within 3 days of intimation from the concerned, penalty shall be levied as per below chart:

S.No	Period of Delay	Quantum of Penalty
1	3-7 Days	Rs 10000/- per instance
2	7-10 Days	Rs 20000/- per instance
3	Beyond 10 Days	Rs 50000/- per instance
4	Failure of the Contractor to restore/re-erect the	Cancellation of Contract
	damaged machinery/equipment	Forfeiture of Performance Security

**ii.** The liquidated damages and penalty imposed shall be adjusted against his amount and balance, if any, shall be recovered from other dues (work done or deposit) of the Contractor.

#### 38. SAFETY PROCEDURES

The contractor shall:

- i. Comply with all safety regulations.
- ii. Take care for the safety of hispersons entitled on the site.
- **iii.** Use reasonable efforts to keep the site and works clear of unnecessary obstruction so as to avoid danger to his persons.
- iv. Comply with all labour laws prevalent in the UT of Jammu and Kashmir. The contractor shall require his employees to obey all applicable laws, including those concerning safety at work.

#### 39. SUB CONTRACTING

Sub-contracting of the work is not allowed.

#### 40. CANCELLATION / TERMINATION OF THE CONTRACT IN FULL OR IN PART:

- a) If the contractor: -
- at any time makes default in proceeding with the work without due diligence and continues to do so even 15 days after a notice in writing from the Engineer In-Charge, SMVDSB: or
- ii. commits default in complying with any of the terms and conditions of the contract and does not remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer In-Charge, SMVDSB: or

- iii. fails to complete the work or any part of the work on or before the date of completion and does not complete them within the period specified in notice given in writing in that regard by the Engineer In-Charge, SMVDSB; or
- iv. has obtained contract from the Shrine Board because of ring tendering or other non-Bonafide methods of competitive tendering.

The Shrine Board shall outrightly cancel the contract by a written order to the contractor. In the event of cancellation, the contractors EMD / Performance Security / Security Deposit shall be forfeited.

- b) The Shrine Board shall on such cancellation have following powers:
- i. If the work is not completed even after 15 daysafter due date of completion, the Contract shall be terminated and work shall be executed as per the discretion of the Board including the option of offering the work to any other firm or inviting fresh tenders at the risk and cost of the Contractor with the penal cost to an extent of 20% cost of the unfinished works. The liquidated damages and penalty imposed shall be adjusted against this amount and balance, if any, shall be recovered from other dues (work done or deposit) of the Contractor.
- ii. Take possession of the site and any material, machinery, implements, stores, etc. thereon, and make out a list of such material in presence of the representative of the contractor who shall have to be present on one day notice and in case of non-compliance of the notice, measurements taken by the Shrine Board representative shall be considered as final and contractor will have no claim of any sort regarding this.
- iii. Carry out the incomplete work by any means at the risks and cost of the contractor.
- iv. On cancellation of the contract in full or in part, the Engineer In-Charge, SMVDSBshall determine what amount, if any, is recoverable from the contractor for completion of the works or in case the works or part of the works not to be completed, the loss or damage suffered by Shrine Board. In determining this amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of the contractor's material taken over and incorporated in the work, and use of machinery belonging to the contractor.
- v. Any excess expenditure incurred or to be incurred by the Shrine Board in completing the works or part of the works or the excess loss or damage suffered or may be suffered by the Shrine Board as aforesaid after allowing such credit shall be recovered from any amount due to the contractor on any account including forfeiting of Performance Security / Security Deposit and if such amount is not sufficient, the contractor shall be called upon in writing to pay the same, within 30 days of the notice given to that effect by the 'Engineer In-Charge'.
- vi. If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Shrine Board shall have the right to sell any or all of the contractor's unused material, machinery, implements, etc. and use the proceeds of sale thereof towards

the satisfaction of any sum due from the contractor under the contract and in accordance with the provisions thereof.

- vii. Any sum in excess of the amount due to the Shrine Board and unsold material constructional plant, etc. shall be returned to the contractor, provided always that if cost or anticipated cost of completion by the Shrine Board, of the works is less than the amount which the contractor would have been paid had he completed the works, such benefit shall not accrue to the contractor.
- viii. Notwithstanding the above clause, the SMVDSB reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for SMVDSB action.

#### **40. NOTICE TO CORRECT**

If the contractor fails to carry out any obligation under the contract, the Engineer-In-Charge, SMVDSB shall serve a notice to the Contractor to make good the failure and to remedy it within a specified reasonable time.

#### 41. PREMATURE TERMINATION OF CONTRACT

SMVDSB shall be entitled to terminate the contract prematurely if the contractor:

- **i.** Fails to submit the performance security in the stipulated time as per LOA.
- ii. Fails to sign the contract agreement.
- iii. Poor Performance of the contractor.
- iv. Sublets the work.
- v. Becomebankrupt or insolvent.
- vi. Gives or offer to give directly or indirectly to any person any bribe, gift, commission or other thing of value as an inducement or reward
- vii. If at any given time Engineer-in-charge realizes that the resources mobilized by the contractor are insufficient for rectification of system, he shall be free to engage the manpower through alternate means at the risk and cost of contractor within 07 days of issue of notice without any furthercorrespondence and no claim/ compensation shall be entertained. This may be done with termination or by reducing the scope of work.

#### 42. RISK AND RESPONSIBILITY

- i. The contractor shall indemnify and hold harmless the SMVDSB, its personnel against and from all claims, damages, losses and expenses in respect of:
  - **a.** Bodily injury, sickness, disease or death of any person whatsoever arising out of or in the course of or by any reason of the contractor's methodology of execution of work, false work, temporary work, remedying defects, etc.

**b.** Damage to or loss of property (other than works) arising out of or in the course of or by any reason of the contractor's methodology of execution of work, false work, temporary work, remedying defects, etc.

#### 43. FORECLOSURE OF THE CONTRACT

Foreclosure in full or in part due to abandonment or reduction in scope of work:

- If at any time after acceptance of the tender, Shrine Board decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works given to be carried out, the Engineer In-Charge shall give notice in writing to that effect to the contractor and the contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full, but which he did not derive in consequence of the foreclosure of the whole or part of the works.
- II. The contractor shall be paid full amounts at contract rates for works executed at site duly certified by the Engineer In-Charge.

#### **44. FORCE MAJEURE**

If during the currency of contract, there is any outbreak of war, fire, major floods, earthquake, riots (other than among the contractor's employees) and similar other causes which whether financially or otherwise affects the execution of the Contract; the contractor unless contract is terminated under provision of this clause shall make his / her best efforts to complete the contract. However, after the outbreak of such war, Shri Mata Vaishno Devi Shrine Board shall be entitled to terminate the contract at any time by giving notice in writing. Force Majeure is hereby defined as a clause which is beyond the control of SMVDSB / Contractor, and which consequently affects the performance of the contract.

#### **45. ARBITRATION**

In case of any dispute arising between the parties to this e-tender and all matters connected therewith, both parties shall make every effort to resolve it amicably by direct informal negotiation. If even after theiry days from the commencement of informal negotiation, the parties have not been able to resolve the dispute amicably, then such disputes / differences shall be resolved by Arbitration as per the Arbitration and Conciliation Act, 1996.

- i. Either party may request another of its intention that a dispute be submitted to Arbitration and both the parties shall meet with 15 days from the date of receipt of such request to select a sole arbitrator mutually for the resolution of dispute and venue / seat or Arbitration shall be at Jammu / Katra / Reasi.
- ii. In the event that the parties cannot agree upon the selection of the sole Arbitrator, either party or both the parties may move an application before the Hon'ble High Court at Jammu, under the Arbitration and Conciliation Act, 1996, for the appointment of sole Arbitration with seat / venue at Jammu/Katra for the resolution of dispute between the parties.

#### b) JURISDICTION

The Courts at Katra/Jammu alone shall have jurisdiction with respect to the subject matter of the Contract.

Sd/-(Pawan Kumar Goswami, JKAS) Dy. Chief Executive Officer

No.: CO/Dev/670/870 Dated:26.05.2025



## Office of the Chief Executive Officer Shri Mata Vaishno Devi Shrine Board, Katra

#### **PRICE** qualification points

S. No.	Description of work	Prices to be quoted
1.	Survey, Design, Supply, Installation,	
	Testing and Commissioning of on Grid	
	connected Rooftop Flexible light weight	
	Solar Photovoltaic (SPV) Power Plant at	
	Shri Mata Vaishno Devi Shrine Track	
	with 15 years on-site warranty.	
	(Targeted power generation of plant = 1	
	MW)	

Sd/-(Pawan Kumar Goswami, JKAS) Dy. Chief Executive Officer

No.: CO/Dev/670/870 Dated: 26.05.2025

#### **CHECK LIST**

### (Technical Bid Qualification)

S.No.	DOCUMENTS	SUBMITTED	
		YES	NO
1.	Tender fee and EMD		
2.	Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the bidder.		
3.	Financial turnover Certificate, year-wise for the last three Financial Years i.e. 2021-22 to 2023-24, duly certified by the Chartered Accountant.		
4.	Work Completion Certificates / Letter of Awards of having executed and completed successfully works of similar nature as defined under <b>Clause 4.1</b> of the Technical Eligibility Criteria, in any Govt. or Semi-Govt. Departments / Govt. PSU's / Autonomous Bodies during the last five years, duly issued by an officer not below the rank of Executive Engineer or equivalent.		
5.	Copy of PAN Card and GST registration certificate.		
6.	Reports on financial standing of the bidder such as profit and loss statement, balance sheet and auditor's report for the last three Financial Years i.e. 2021-22 to 2023-24 and supported with ITRs for the last three Financial Years.		
7.	Proof of latest returns in GST-3/GSTR-3B.		
8.	Signed and Stamped copy of Tender document (all pages) in respect of acceptance of all terms and conditions of e-NIT.		

**Authorised Signatory of the firm**