

ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ಗ್ರಾ.ಅ.ಪ 16 ಜೈ.ಅ.ಯೋ 2012

ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಸಚಿವಾಲಯ,  
ಬಹುಮಹಡಿ ಕಟ್ಟಡ,  
ಬೆಂಗಳೂರು, ದಿನಾಂಕ 07.07.2012.

ಇವರಿಂದ:

ಸರ್ಕಾರದ ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿ,  
ಗ್ರಾಮೀಣಾಭಿವೃದ್ಧಿ ಮತ್ತು ಪಂಚಾಯತ್ ರಾಜ್ ಇಲಾಖೆ

ಇವರಿಗೆ :

ಮುಖ್ಯ ಕಾರ್ಯನಿರ್ವಾಹಕ ಅಧಿಕಾರಿಗಳು,  
ಜಿಲ್ಲಾ ಪಂಚಾಯತ್, ತುಮಕೂರು, ಚಿಕ್ಕಮಗಳೂರು, ಗದಗ,  
ಧಾರವಾಡ, ಬೀದರ್ ಮತ್ತು ಗುಲ್ಬರ್ಗಾ

ಮಾನ್ಯರೇ

ವಿಷಯ ' 2012-13ನೇ ಸಾಲಿನಲ್ಲಿ ಸೌರ ಬೆಳಕು ಯೋಜನೆಯ  
ಅನುಷ್ಠಾನ ಕುರಿತು ಮಾರ್ಗಸೂಚಿ ಹಾಗೂ ಇ-ಟೆಂಡರ್  
ನಮೂನೆ ನೀಡುವ ಕುರಿತು

ಉಲ್ಲೇಖ ಸರ್ಕಾರಿ ಆದೇಶ ಸಂಖ್ಯೆ ಗ್ರಾ.ಅ.ಪ 5 ಗ್ರಾ.ಇಂ.ಕಾ 2009  
ದಿನಾಂಕ 14.07.2009

ಉಲ್ಲೇಖಿತ ಸರ್ಕಾರಿ ಆದೇಶದಲ್ಲಿ 2009-10ನೇ ಸಾಲಿನಲ್ಲಿ ಸೌರ ಬೆಳಕು  
ಎಂಬ ಯೋಜನೆಯನ್ನು ಅನುಷ್ಠಾನಗೊಳಿಸಲು ಆದೇಶಿಸಲಾಗಿದೆ. ಸದರಿ ಯೋಜನೆಯು  
ಗ್ರಾಮ ಪಂಚಾಯಿತಿಗಳ ವ್ಯಾಪ್ತಿಯಲ್ಲಿ ಸೌರ ಬೀದಿ ದೀಪಗಳನ್ನು ಅಳವಡಿಸುವಂತದ್ದಾಗಿರುತ್ತದೆ.  
ಈ ಯೋಜನೆಯನ್ನು ಪ್ರಸಕ್ತ ಸಾಲಿನಲ್ಲಿ ಈ ಕೆಳಕಂಡ ಮಾರ್ಗಸೂಚಿಗಳನ್ವಯ  
ಅನುಷ್ಠಾನಗೊಳಿಸಲಾಗುತ್ತದೆ.

1. ಯೋಜನೆಯ ಉದ್ದೇಶ :

ಸೌರ ಬೆಳಕು ಯೋಜನೆಯ ಪ್ರಮುಖ ಉದ್ದೇಶವೆಂದರೆ ರಾಜ್ಯದಲ್ಲಿ ದಿನೇ ದಿನೇ  
ಏರುತ್ತಿರುವ ವಿದ್ಯುಚ್ಛಕ್ತಿ ಕೊರತೆಯನ್ನು ನೀಗಿಸುವುದಾಗಿದೆ. ವಿದ್ಯುಚ್ಛಕ್ತಿ ಕೊರತೆಯನ್ನು  
ನಿವಾರಿಸುವ ನಿಟ್ಟಿನಲ್ಲಿ ಪರಾಯ ವ್ಯವಸ್ಥೆಯನ್ನು ಅನುಸರಿಸಬೇಕಾಗಿರುತ್ತದೆ. ಪರಾಯ  
ವ್ಯವಸ್ಥೆಯೆಂದರೆ ನವೀಕರಿಸಬಹುದಾದ ಇಂಧನ ಮೂಲಗಳಿಂದ ಇಂಧನವನ್ನು ಪಡೆಯುವ  
ದಾಗಿರುತ್ತದೆ. ಈ ಅಂಶವನ್ನು ಗಮನದಲ್ಲಿಟ್ಟುಕೊಂಡು ಸೌರಬೆಳಕು ಎಂಬ ಯೋಜನೆಯನ್ನು  
ಅನುಷ್ಠಾನಗೊಳಿಸಲಾಗುತ್ತಿದೆ.

2. ಆಯ್ಕೆ ಮಾಡಲಾದ ಪ್ರಾಯೋಗಿಕ ಜಿಲ್ಲೆಗಳು :

ಕಂದಾಯ ವಿಭಾಗ	ಆಯ್ಕೆ ಮಾಡಲಾದ ಪ್ರಾಯೋಗಿಕ ಜಿಲ್ಲೆ
ಬೆಂಗಳೂರು ವಿಭಾಗ	1. ತುಮಕೂರು
ಮೈಸೂರು	2. ಚಿಕ್ಕಮಗಳೂರು
ಬೆಳಗಾವಿ	3. ಗದಗ
	4. ಧಾರವಾಡ
ಗುಲ್ಬರ್ಗಾ	5. ಗುಲಬರ್ಗಾ
	6. ಬೀದರ್



4. ಪ್ರಾಯೋಗಿಕ ಜಿಲ್ಲೆಗಳಿಗೆ ನಿಗದಿ ಪಡಿಸಲಾದ ಗುರಿ :

ಕ್ರ. ಸಂ	ಪ್ರಾಯೋಗಿಕ ಜಿಲ್ಲೆ	ಪ್ರಾಯೋಗಿಕ ಜಿಲ್ಲೆಗಳಿಗೆ ನಿಗದಿ ಪಡಿಸಲಾದ ಎಲ್‌ಇಡಿ ಸೌರ ಬೀದಿ ದೀಪಗಳ ಅಂದಾಜು ಗುರಿ	
		ಭೌತಿಕ (ಸಂಖ್ಯೆಗಳಲ್ಲಿ)	ಆರ್ಥಿಕ ಗುರಿ (ರೂ.ಲಕ್ಷಗಳಲ್ಲಿ)
1	ತುಮಕೂರು	210	50.00
2	ಚಿಕ್ಕಮಗಳೂರು	210	50.00
3	ಗದಗ	210	50.00
4	ಧಾರವಾಡ	210	50.00
5	ಗುಲಬರ್ಗಾ	210	50.00
6	ಬೀದರ್	210	50.00
	ಒಟ್ಟು	1260	300.00

5. ಅನುಷ್ಠಾನ :

ಪ್ರಾಯೋಗಿಕ ಜಿಲ್ಲೆಗಳಲ್ಲಿ ರಚಿಸಲಾದ ಆಯ್ಕೆ ಸಮಿತಿಯು ಆಯಾ ಜಿಲ್ಲೆಯಲ್ಲಿನ ಮೂರು (3) ತಾಲ್ಲೂಕುಗಳನ್ನು ಪ್ರಾಯೋಗಿಕ ತಾಲ್ಲೂಕುಗಳನ್ನಾಗಿ ಆಯ್ಕೆ ಮಾಡಿ ಪ್ರತಿ ತಾಲ್ಲೂಕಿನಲ್ಲಿನ 2 ಅಥವಾ 3 ಗ್ರಾಮ ಪಂಚಾಯಿತಿಗಳನ್ನು ಪರಿಪೂರ್ಣ ಸೌರ ಬೀದಿ ದೀಪಗಳ ಗ್ರಾಮ ಪಂಚಾಯಿತಿ ಎಂದು ಘೋಷಿಸುವ ನಿಟ್ಟಿನಲ್ಲಿ ಕ್ರಮವಹಿಸಿ ಆಯ್ಕೆ ಮಾಡುವುದು ಹಾಗೂ ನಕ್ಷೆ ಭಾದಿತ ಗ್ರಾಮಗಳನ್ನು ಆಧುನಿಕ ಮೇಲೆ ಆಯ್ಕೆ ಮಾಡುವುದು.

1. ಪ್ರಾಯೋಗಿಕ ಜಿಲ್ಲೆಗಳಿಗೆ ಹಂಚಿಕೆ ಮಾಡಲಾದ ಗುರಿಯನ್ನು ಜಿಲ್ಲಾ ಮಟ್ಟದ ಆಯ್ಕೆ ಸಮಿತಿಯಲ್ಲಿ ಆಯ್ಕೆ ಮಾಡಲಾದ 3 ಪ್ರಾಯೋಗಿಕ ತಾಲ್ಲೂಕುಗಳಿಗೆ ಸಮವಾಗಿ ಹಂಚಿಕೆ ಮಾಡುವುದು. ಹಾಗೂ ಹಂಚಿಕೆ ಮಾಡಲಾದ ಗುರಿಯನ್ವಯ 2-3 ಗ್ರಾಮ ಪಂಚಾಯಿತಿಗಳನ್ನು ಪರಿಪೂರ್ಣವಾಗಿ ಸೌರ ಬೀದಿ ದೀಪಗಳ ಗ್ರಾಮ ಪಂಚಾಯಿತಿಗಳೆಂದು ಘೋಷಿಸುವ ನಿಟ್ಟಿನಲ್ಲಿ ಈ ಕೆಳಗಿನಂತೆ ಜಿಲ್ಲಾ ಮಟ್ಟದಲ್ಲಿ ರಚಿಸಲಾದ ಆಯ್ಕೆ ಸಮಿತಿಯು ಕ್ರಮ ವಹಿಸಬೇಕಾಗಿರುತ್ತದೆ.
2. ಪ್ರಾಯೋಗಿಕ ತಾಲ್ಲೂಕುಗಳನ್ನು ಆಯ್ಕೆ ಮಾಡುವಾಗ ಜಿಲ್ಲೆಯ ಎಲ್ಲಾ ತಾಲ್ಲೂಕಿನ ಕಾರ್ಯನಿರ್ವಾಹಕ ಅಧಿಕಾರಿಗಳನ್ನು ಪಾಲ್ಗೊಳ್ಳುವಂತೆ ಮಾಡುವುದು
3. ಜಿಲ್ಲಾ ಮಟ್ಟದ ಆಯ್ಕೆ ಸಮಿತಿಯಲ್ಲಿ ಆಯ್ಕೆ ಮಾಡಲಾದ ಪ್ರಾಯೋಗಿಕ ತಾಲ್ಲೂಕು ಮತ್ತು ಗ್ರಾಮ ಪಂಚಾಯಿತಿಗಳನ್ನು ಜಿಲ್ಲಾ ಪಂಚಾಯತ್‌ನ ಸಾಮಾನ್ಯ ಸಭೆಯಲ್ಲಿ ಅನುಮೋದನೆ ಪಡೆಯತಕ್ಕದ್ದು.
4. ಜಿಲ್ಲಾ ಮಟ್ಟದ ಆಯ್ಕೆ ಸಮಿತಿ ರಚನೆ:

1	ಮುಖ್ಯ ಕಾರ್ಯನಿರ್ವಾಹಕ ಅಧಿಕಾರಿಗಳು, ಜಿಲ್ಲಾ ಪಂಚಾಯತ್	ಅಧ್ಯಕ್ಷರು
2	ಉಪಕಾರ್ಯದರ್ಶಿ(ಅಭಿವೃದ್ಧಿ)/ಯೋಜನಾ ನಿರ್ದೇಶಕರು, ಜಿಲ್ಲಾ ಪಂಚಾಯತ್	ಸದಸ್ಯರು
3	ಕಾರ್ಯನಿರ್ವಾಹಕ ಅಧಿಕಾರಿ, ತಾಲ್ಲೂಕು ಪಂಚಾಯಿತಿ	ಸದಸ್ಯರು
4	ಯೋಜನಾ ಅಭಿಯಂತರರು, ಸಂಗ್ರಾಂಕಾ	ಸದಸ್ಯರು



- 5 ಪ್ರಾಯೋಗಿಕ ತಾಲ್ಲೂಕುಗಳ ಆಯ್ಕೆಯ ತರುವಾಯ ಜಿಲ್ಲಾ ಮಟ್ಟದ ಆಯ್ಕೆ ಸಮಿತಿಯು ಜಿಲ್ಲಾ ಮಟ್ಟದ ಅನುಷ್ಠಾನ ಸಮಿತಿಯಾಗಿ ಮಾರ್ಪಾಡುಗೊಂಡು ಕಾರ್ಯನಿರ್ವಹಿಸುವುದು.
- 6 ಪ್ರಾಯೋಗಿಕ ತಾಲ್ಲೂಕುಗಳ ಆಯ್ಕೆಯ ನಂತರದಲ್ಲಿ ಆಯ್ಕೆ ತಾಲ್ಲೂಕಿನ ಕಾರ್ಯನಿರ್ವಾಹಕ ಅಧಿಕಾರಿಗಳು ಜಿಲ್ಲಾ ಮಟ್ಟದ ಅನುಷ್ಠಾನ ಸಮಿತಿಯಲ್ಲಿ ಸದಸ್ಯರಾಗಿ ಮುಂದುವರಿಯುತ್ತಾರೆ.
- 7 ಸಮಗ್ರ ಗ್ರಾಮೀಣ ಇಂಧನ ಕಾರ್ಯಕ್ರಮದ ಯೋಜನಾ ಅಭಿಯಂತರರು, ಗ್ರಾಮ ಪಂಚಾಯಿತಿ ಕಾರ್ಯದರ್ಶಿಯ ಸಹಯೋಗದೊಂದಿಗೆ ಅನುಮೋದಿತಗೊಂಡ ತಾಲ್ಲೂಕಿನಲ್ಲಿನ ಸಂಬಂಧಿತ ಗ್ರಾಮ ಪಂಚಾಯಿತಿ/ಗ್ರಾಮ ಪಂಚಾಯಿತಿಗಳ ವ್ಯಾಪ್ತಿಯಲ್ಲಿ ಆಯ್ಕೆ ಮಾಡಲಾದ ಗ್ರಾಮಗಳಿಗೆ ಅವಶ್ಯಕವಿರುವ ಸೌರ ಬೀದಿ ದೀಪ ಅಳವಡಿಕೆ ಕುರಿತಂತೆ ಪರಿಶೀಲನೆ ನಡೆಸಿ ಸಮಗ್ರ ವರದಿಯನ್ನು ಗ್ರಾಮ ಪಂಚಾಯಿತಿಯಲ್ಲಿನ ಸಾಮಾನ್ಯ ಸಭೆಯ ಅನುಮೋದನೆಗೆ ಸಲ್ಲಿಸುವುದು.
- 8 ಅನುಮೋದಿತಗೊಂಡ ವರದಿಯನ್ವಯ ಸಗ್ರಾಂಥಕಾದ ಯೋಜನಾ ಅಭಿಯಂತರರು ಆರ್ಥಿಕ ಮತ್ತು ಭೌತಿಕ ಕ್ರಿಯಾ ಯೋಜನೆಯನ್ನು ಸಿದ್ಧಪಡಿಸಿ, ಗ್ರಾಮ ಪಂಚಾಯಿತಿ ಮೂಲಕ ಕಾರ್ಯನಿರ್ವಾಹಕ ಅಧಿಕಾರಿ, ಪ್ರಾಯೋಗಿಕ ತಾಲ್ಲೂಕು ಪಂಚಾಯಿತಿ, ರವರಿಗೆ ಸಲ್ಲಿಸುವುದು.
- 9 ಗ್ರಾಮ ಪಂಚಾಯಿತಿ ಮೂಲಕ ಸಲ್ಲಿಸಲಾದ ಆರ್ಥಿಕ ಮತ್ತು ಭೌತಿಕ ಕ್ರಿಯಾ ಯೋಜನೆಯನ್ನು ಕಾರ್ಯನಿರ್ವಾಹಕ ಅಧಿಕಾರಿ, ಪ್ರಾಯೋಗಿಕ ತಾಲ್ಲೂಕು ಪಂಚಾಯಿತಿರವರು ಜಿಲ್ಲಾ ಮಟ್ಟದ ಅನುಷ್ಠಾನ ಸಮಿತಿಯ ಅನುಮೋದನೆಗೆ ಸಲ್ಲಿಸುವುದು.
- 10 ಜಿಲ್ಲಾ ಮಟ್ಟದ ಅನುಷ್ಠಾನ ಸಮಿತಿಯಲ್ಲಿ ಅನುಮೋದಿತಗೊಂಡ ಕ್ರಿಯಾ ಯೋಜನೆಗೆ, ಕರ್ನಾಟಕ ಸಂಗ್ರಹಣೆಯಲ್ಲಿ ಪಾರದರ್ಶಕ ನಿಯಮದನ್ವಯ ಮತ್ತು ಸೋಲಾರ ಬೀದಿ ದೀಪಗಳ ಅನುಷ್ಠಾನ ಕುರಿತಂತೆ ನವ ಮತ್ತು ನವೀಕರಿಸಬಹುದಾದ ಇಂಧನ ಮೂಲಗಳ ಮಂತ್ರಾಲಯ, ನವದೆಹಲಿ ರವರಿಂದ ದೃಢೀಕರಿಸಲಾದ ಸೌರ ಬೀದಿ ದೀಪಗಳ ಮಾದರಿಯನ್ವಯ, DGS & D ದರಪಟ್ಟಿ ಅನುಮೋದಿತ ಕಂಪನಿಗಳು ಮಾತ್ರ ಸದರಿ ಕಾರ್ಯಕ್ರಮದ ಅನುಷ್ಠಾನದ ಇ-ಟೆಂಡರ್ ಪ್ರಕ್ರಿಯೆಯಲ್ಲಿ ಭಾಗವಹಿಸುವುದು ಹಾಗೂ 5(ಐದು) ವರ್ಷಗಳ ಗ್ಯಾರಂಟಿಯೊಂದಿಗಿನ ಷರತ್ತಿಗೊಳಪಟ್ಟು ಎಲ್‌ಇಡಿ ಸೌರ ಬೀದಿ ದೀಪಗಳನ್ನು ಅಳವಡಿಸತಕ್ಕದ್ದು.
- 11 ಕಾರ್ಯಕ್ರಮದ ನಿರ್ದಿಷ್ಟ ಟೆಂಡರ್ ನಮೂನೆಯನ್ವಯ ಇ-ಟೆಂಡರ್ /ಇ-ಪ್ರಕ್ಯೂರ್‌ಮೆಂಟ್ ಮೂಲಕ ಕಾರ್ಯಕ್ರಮವನ್ನು ಅನುಷ್ಠಾನಗೊಳಿಸತಕ್ಕದ್ದು..
- 12 ಕಾರ್ಯಕ್ರಮದ ಪ್ರಯೋಜನವನ್ನು ಗ್ರಾಮೀಣ ಜನತೆಗೆ ನೀಡುವ ನಿಟ್ಟಿನಲ್ಲಿ ಕಡ್ಡಾಯವಾಗಿ 5 ವರ್ಷಗಳ ಗ್ಯಾರಂಟಿಯೊಂದಿಗಿನ ಅವಶ್ಯಕ ಷರತ್ತಿಗೊಳಪಟ್ಟು ಕಾರ್ಯಾದೇಶವನ್ನು ಜಿಲ್ಲಾ ಮಟ್ಟದಲ್ಲಿ ನೀಡುವುದು.
- 13 ಯೋಜನೆಯಡಿ ಸೌರ ಬೀದಿ ದೀಪಗಳ ಅನುಷ್ಠಾನ ಮತ್ತು ನಿರ್ವಹಣೆಯ ಉಸ್ತುವಾರಿಯನ್ನು ಗ್ರಾಮೀಣ ಇಂಧನ ಕಾರ್ಯಕ್ರಮದ ಯೋಜನಾ ಅಭಿಯಂತರರು ಸಮರ್ಪಕವಾಗಿ ನಿರ್ವಹಿಸತಕ್ಕದ್ದು.
- 14 ಯೋಜನಾ ಅಭಿಯಂತರರು ನಿರ್ವಹಿಸಲಾಗುವ ಅನುಷ್ಠಾನ ಮತ್ತು ನಿರ್ವಹಣೆ ಕುರಿತಂತೆ ಪ್ರಾಯೋಗಿಕ ತಾಲ್ಲೂಕುಗಳ ಕಾರ್ಯನಿರ್ವಾಹಕ ಅಧಿಕಾರಿಗಳು ಮೇಲ್ವಿಚಾರಣೆಯನ್ನು ನಿರ್ವಹಿಸತಕ್ಕದ್ದು.
- 15 ಕಾರ್ಯಕ್ರಮದ ಅನುಷ್ಠಾನ ಕುರಿತಂತೆ ಕಾಲ ಕಾಲಕ್ಕೆ ವರದಿಯನ್ನು ಕಡ್ಡಾಯವಾಗಿ ಸರ್ಕಾರಕ್ಕೆ ಸಲ್ಲಿಸುವುದು.



6. ಅನುದಾನ:

2012-13ನೇ ಸಾಲಿನಲ್ಲಿ ಸೌರ ಬೆಳಕು ಯೋಜನೆಗೆ ರಾಜ್ಯ ವಲಯದಡಿ ರೂ.310.00 ಲಕ್ಷಗಳನ್ನು ಲೆಕ್ಕ ಶೀರ್ಷಿಕೆಯಡಿ 2810-01-198-1-01(2810-00-101-0-91)ರಡಿ ಒದಗಿಸಲಾಗಿದೆ.

7. ಯಶಸ್ವಿ ಅನುಷ್ಠಾನ :

ಸೌರ ಬೆಳಕು ಯೋಜನೆಯ ಯಶಸ್ವಿ ಅನುಷ್ಠಾನದಲ್ಲಿ ಯೋಜನೆಯ ಪ್ರಾಥಮಿಕ ಹಂತದಿಂದ ಕೊನೆಯ ಹಂತದವರೆಗೆ ಸಮಗ್ರ ಗ್ರಾಮೀಣ ಇಂಧನ ಕಾರ್ಯಕ್ರಮದ ಯೋಜನಾ ಅಭಿಯಂತರರನ್ನು ನೇರವಾಗಿ ಜವಾಬ್ದಾರರನ್ನಾಗಿ ಮಾಡಿದೆ.

ವಿ.ಸೂ:

1. ಯೋಜನೆಯ ಅನುಷ್ಠಾನದಲ್ಲಿ ತ್ವರಿತವಾಗಿ ಪ್ರಗತಿ ಸಾಧಿಸಿದ ಪ್ರಾಯೋಗಿಕ ಜಿಲ್ಲೆಗೆ ರೂ.10.00 ಲಕ್ಷಗಳನ್ನು ಹೆಚ್ಚುವರಿಯಾಗಿ ಹಂಚಿಕೆ ಮಾಡಲಾಗುವುದು.
2. ಯೋಜನೆಯನ್ನು ಅನುಷ್ಠಾನಗೊಳಿಸಲು ತ್ವರಿತವಾಗಿ ಕ್ರಮವಹಿಸಿ ಅನುದಾನ ಬಿಡುಗಡೆಗೆ ಪ್ರಸ್ತಾವನೆ ಸಲ್ಲಿಸುವುದು.
3. ಯೋಜನೆಯನ್ನು ಪ್ರಸಕ್ತ ಸಾಲಿನಲ್ಲಿ ಪೂರ್ಣಗೊಳಿಸುವುದು.
4. ಪ್ರಗತಿ ವರದಿಯನ್ನು ನಿಗದಿತ ಅವಧಿಯೊಳಗೆ ಸಲ್ಲಿಸುವುದು.

8. ನಿರ್ವಹಣೆ:

ಸೌರ ಬೀದಿ ದೀಪಗಳ ಅನುಷ್ಠಾನದಲ್ಲಿ ಸಂಬಂಧಿತ ಉತ್ಪಾದಕರಿಂದ ನಿರ್ವಹಣೆಯ ಅವಧಿ ಪೂರ್ಣಗೊಂಡ ತರುವಾಯದಲ್ಲಿ ಸದರಿ ಸೌರ ಬೀದಿ ದೀಪಗಳ ನಿರ್ವಹಣೆಯನ್ನು ಆಯಾ ಗ್ರಾಮ ಪಂಚಾಯತಿಗಳೇ ನಿರ್ವಹಿಸತಕ್ಕದ್ದು.

ತಮ್ಮ ವಿಶ್ವಾಸಿ,

(ಎಂ.ದೀಪಾ)

ನಿರ್ದೇಶಕರು(ಗ್ರಾಮೀಣ) ಹಾಗೂ

ಪದನಿಮಿತ್ತ ಸರ್ಕಾರದ ಉಪ ಕಾರ್ಯದರ್ಶಿ

ಗ್ರಾಮೀಣಾಭಿವೃದ್ಧಿ ಮತ್ತು ಪಂಚಾಯತ್ ರಾಜ್ ಇಲಾಖೆ.

ಪ್ರತಿಯನ್ನು:

1. ಮಹಾಲೇಖಪಾಲರು, ಕರ್ನಾಟಕ, ಬೆಂಗಳೂರು
2. ಮಾನ್ಯ ಮುಖ್ಯ ಮಂತ್ರಿಯವರ ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿಯವರು, ವಿಧಾನ ಸೌಧ, ಬೆಂಗಳೂರು
3. ಸರ್ಕಾರದ ಮುಖ್ಯ ಕಾರ್ಯದರ್ಶಿಯವರು, ವಿಧಾನ ಸೌಧ, ಬೆಂಗಳೂರು.
4. ಸರ್ಕಾರದ ಅಪರ ಕಾರ್ಯದರ್ಶಿ ಮತ್ತು ಅಭಿವೃದ್ಧಿ ಆಯುಕ್ತರು, ವಿಧಾನ ಸೌಧ, ಬೆಂಗಳೂರು
5. ಮಾನ್ಯ ಗ್ರಾಮೀಣಾಭಿವೃದ್ಧಿ ಮತ್ತು ಪಂಚಾಯತ್ ರಾಜ್ ಸಚಿವರ ಆಪ್ತ ಕಾರ್ಯದರ್ಶಿ, ವಿಧಾನ ಸೌಧ, ಬೆಂಗಳೂರು
6. ಸರ್ಕಾರದ ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿ, ಆರ್ಥಿಕ ಇಲಾಖೆ/ಯೋಜನಾ ಇಲಾಖೆ
7. ನಿರ್ದೇಶಕರು, ಪಂಚಾಯತ್ ರಾಜ್/NREGA/ಸ್ವಉಕಾ/ಗ್ರಾಮ ಸ್ವರಾಜ್, ಗ್ರಾ.ಅ. ಮತ್ತು ಪಂಚಾಯತ್ ರಾಜ್ ಇಲಾಖೆ
8. ನಿರ್ದೇಶಕರು, ರಾಜ್ಯ ಹುಜೂರು ಖಜಾನೆ, ಬೆಂಗಳೂರು
9. ಎಲ್ಲಾ ಜಿಲ್ಲೆಯ ಖಜಾನಾಧಿಕಾರಿಗಳು,
10. ಉಪನಿರ್ದೇಶಕರು, ನೆಟ್‌ವರ್ಕ್ ಮ್ಯಾನೇಜ್‌ಮೆಂಟ್, ಖನಿಜ ಭವನ, ರೇಸ್ ಕೋರ್ಸ್ ರಸ್ತೆ, ಬೆಂಗಳೂರು
11. ಸರ್ಕಾರದ ಪ್ರಧಾನ ಕಾರ್ಯದರ್ಶಿ/ಕಾರ್ಯದರ್ಶಿಯವರ ಆಪ್ತ ಕಾರ್ಯದರ್ಶಿ, ಗ್ರಾ.ಅ. ಮತ್ತು ಪಂ.ರಾಜ್ ಇಲಾಖೆ.
12. ರಕ್ಷಾ ಕಡತಕ್ಕೆ / ಹೆಚ್ಚುವರಿ ಪ್ರತಿ



**Zilla Panchayath, \_\_\_\_\_, \_\_\_\_\_ District,  
Karnataka State, India**

**E-PROCUREMENT TENDER NOTIFICATION**  
**FOR SUPPLY, INSTALLATION AND MAINTENANCE OF**  
**L.E.D. SOLAR STREET LIGHTING SYSTEMS UNDER**  
**SOURA BELAKU PROGRAMME DURING THE YEAR**  
**2012-13**

**TENDER DOCUMENT**

**Address for communication**

**Zilla Panchayath, \_\_\_\_\_, Karnataka State, India**

**Telephones : \_\_\_\_\_ e-mail: /**

**http://www \_\_\_\_\_**



## **I. CONTENTS OF BID DOCUMENT**

SECTION	DESCRIPTION	PAGE NO.
I	BID INVITATION	04
II	INSTRUCTIONS TO BIDDERS	05-11
III	DESCRIPTION AND SCOPE OF THE CONTRACT	12
IV	TERMS AND CONDITIONS OF CONTRACT	12-23
V	TECHNICAL SPECIFICATIONS	24-25

## **II. LIST OF DOCUMENTS TO BE SUBMITTED IN FIRST COVER (IN TECHNICAL BID)**

TABLE	DESCRIPTION	PAGE NO.
I	DETAILS OF ORGANISATION	26
II	BID FORM	27
III	EARNEST MONEY DEPOSIT	28
III(A)	E-PROCUREMENT PROCESSING FEE	29
III (B)	CONTRACT FORM	30-31
IV	STATEMENT OF PAST PERFORMANCE DURING LAST 3 YEARS	32
V	FORMAT OF ACCEPTANCE OF IMPLEMENTATION SCHEDULE	33
VI	UNDERTAKING	34
VII	CHECK LIST OF DOCUMENTS TO BE SUBMITTED IN FIRST COVER	35
VIII	SITE DETAILS	36



**III. LIST OF DOCUMENT TO BE SUBMITTED IN SECOND COVER (IN FINANICAL BID)**

TABLE	DESCRIPTION	PAGE NO.
IX	PRICE SCHEDULE (Rates has to be quoted Through e-procurement portal only).	37



Zilla Panchayath \_\_\_\_\_ . Telephones : \_\_\_\_\_

e-mail : \_\_\_\_\_

No \_\_\_\_\_

## INVITATION FOR e-procurement Bid

### SECTION-1

**For Supply, Installation and maintenance of L.E.D Solar Street Lighting Systems under Soura Belaku Programme during the year 2012-13.**

Zilla Panchayat, \_\_\_\_\_, District \_\_\_\_\_, Karnataka State, India, hereby invites bids for supply of L.E.D Solar Street Lighting System from **MNRE/DGS & D, Govt. of India approved** registered manufactures of CFL Based Luminar Solar Street Lights under Soura Belaku Programme during the year 2012-13. The estimated project cost is **Rs.50.00 lakhs ( Rs. Fifty lakhs only)**. The procurement is as per the provisions of Karnataka Transparency in Public Procurement Act 1999 & Amendment 2000.

1	Tender Reference No.	
2	Last date & Time for submission Bids	
3	Date & Time of opening of first Cover (Technical Bid ) & Second Cover (Financial bids)	
4	(a) Earned Money Deposit  (b)Tender Processing Fee(non refundable)	2.5% FOR SSI & 5% FOR OTHERS. (Total estimated project cost) Rs 2500/-
5	Venue of acceptance and opening of tenders, Submission of sample & address for communication	Office of the Zilla Panchayat, _____ _____ District. Karnataka State , India
6	Last date & Time for submission of sample	

**Interested and eligible bidders can submit the application through E-Procurement process.**

Chief Executive Officer,  
Zilla Panchayat, \_\_\_\_\_



## SECTION-II

### INSTRUCTION TO BIDDERS

**INSTRUCTION:** Zilla Panchayath, \_\_\_\_\_ District \_\_\_\_\_, Karnataka State, India, proposes to procure L.E.D Solar Street Lighting Systems under Soura Belaku Programme during the year 2012-13.

**A. Technical and Commercial Bids are hereby invited from MNRE/DGS & D, Govt. of India approved registered manufactures (CFL Luminar Solar Street Lights) for supply, installation and maintenance of L.E.D solar street lighting systems (intensity of light Min. 15 LUX) as per the particulars given below.**

**1. Eligibility to bidders:**

**1.1 Minimum eligibility criteria to participation in the Bid.**

- a. Tenderer should be manufacturer's of L.E.D solar lighting systems and should have his own manufacturing unit, technically qualified staff and relevant machineries/inventories/R&D/testing laboratory facilities etc.,
- b. The manufacturer should submit balance sheet statement obtained from C.A, for the last 3 years and should also submit Income Tax and Sales Tax Clearance Certificate from the competent authority .
- c. In the event of procuring SPV panels from other manufacturers, the tenderer shall have an agreement with SPV module manufacturer for supplying the same, as per MNRE specifications, accordingly MOU in this regard is to be submitted in technical bid.
- d. Bidder should submit list of Govt. customers who have procured L.E.D Solar Street Lighting System, with regard to installations and performance certificates from the appropriate authorities.
- e. All certificates shall be attested from Gazetted officer /Notary.
- f. The Bidder in any circumstances should not have violated any of the conditions regarding manufacturing / supplying of orders and should not have been black listed by the Government.
- g. All the Bidders are required to furnish Tender Processing Fee of Rs. 2500 in the form of e-mode payment (Non-refundable) towards processing of submitted tenders. The tenders without processing fee will not be considered for processing. (refer Section II © 1.2 )

**1.2 Interested and eligible bidders may furnish the Technical & Commercial Bids for supply of L.E.D solar street lighting systems.**

**1.3 All bids must be accompanied by EMD as specified in the Section-I and submitted on or before the prescribed date and time given in Section -I of this document. Bids submitted without EMD will be summarily rejected. Zilla Panchayath, \_\_\_\_\_, District \_\_\_\_\_, intends to follow a single stage, electronic process developed & maintained by the centre for e-governance D.P.A.R. (A.R.) Government of Karnataka, for the selection of the successful bidder for the project. Bidder would need to submit the following documents through electronic mode as part of their proposal.**



- 1.4 The document is available on the internet in the website: <https://www.eproc.karnataka.gov.in>. The same can be downloaded from the internet.
- 1.5 It may be noted that all subsequent notifications, changes and amendments on the project/document would be posted only on the following website: <https://www.eproc.karnataka.gov.in>.
- 1.6 **The bidders will be required to register themselves with the centre for e-governance to participate in the bidding process and also get necessary digital signature certificates.** The details of the process of registration and obtaining the digital signature certificates are available on the website <http://www.eproc.karnataka.gov.in>. Necessary training and hands on experience in handling e-procurement system could be obtained from the centre for e-governance. Necessary details could also be obtained over telephone at 080-25501216/25501227.
- 1.7 Interested and eligible Bidders may obtain further information or clarification either in person or through phone during office hours from the office of the **Chief Executive Officer Zilla Panchayath,** \_\_\_\_\_, District \_\_\_\_\_ Ph : \_\_\_\_\_ Fax : \_\_\_\_\_
2. **Cost of Biding**
- 2.1 The bidder shall bear all costs associated with the preparation and submission of bid and the **Zilla Panchayat,** \_\_\_\_\_, District \_\_\_\_\_, herein after referred to as "the Purchaser" will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
3. **Content of bidding documents**
- 3.1 The Bidding documents for supply of L.E.D solar street lighting system to the selected villages contain the following particulars :-

1. Invitation for Bids – Section-I
2. Instructions to Bidders-Section-II
3. Description and scope of the contract Section-III
4. Terms and Conditions of Contract (General and Special) – Section-IV
5. Technical Specifications as per section section-V
6. Details of Organisation as per Table -I
7. Bid Form as per Table-II
8. EMD, as per Table-III
- 8(a). E- Procurement Processing Fee , as per Table III(A)
- 8(b). Contract Form, as per Table III(B)
9. Statement of past performance as per Table-IV
10. Acceptance of Implementation schedule as per Table-V
11. Undertaking as per Table-VI
12. Check list of documents to be submitted in First Envelope (Technical Bid) as per Table –VII.



13. Site Details, as per Table –VIII

14. Price Schedule ( Commercial Bid) to be submitted in Second Cover as per Table-IX.

- 3.2 The Bidder is expected to examine all instructions, forms, term's and specifications in the Bidding Documents. Failure to furnish all information required, by the Bidder, documents or submission of a Bid not substantially responsive to the Bidding documents in every respect or incomplete bid document will be at the Bidder's risk and may result in rejection of its Bid.

**4. Amendment of Bidding Documents**

- 4.1 The amendment if any will be notified on web publication. The same will be binding to the Bidders.

- 4.2 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

**B. Preparation of E-Tender /E-Procurement**

**5. Language of Bid**

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language & Bid can be submitted in English.

**6. Documents Comprising the Bid**

The Bid prepared by the Bidder shall be submitted in 'Two stages' comprising the following components:

**7. Technical Proposal shall contain:**

- 7.1. (i). Attested copies of documents along with photo copies of all particulars showing that the bidder has the Financial, Technical and Service capability necessary to perform the contract and meet the criteria outlined in the qualification requirements and to fulfill this all Bids submitted shall include the following information.

(ii). Attested photocopies showing the place of registration and principal place of business of the firm.

(iii). Attested Copies of Sales tax Registration and Sales tax returns filed during the last 3 years i.e. 2009-10, 2010-11 & 2011-12.

(iv). Attested copies of acknowledgement of Income tax returns filed in the last 3 Years Viz. 2009-10, 2010-11 & 2011-12.

(v). Attested photocopies showing that the firm has been registered in State Govt. / Central Govt. / Related Authority.

(vi). Particulars of the Firm as per Table –I

(vii). Bid form as per Table II.

(viii). Statement of past performance during the last 3 years as per Table IV

(ix). Format of Acceptance of Implementation schedule as per Table V.



- (x). Undertaking as per Table VI.
- (xi). Checklist of Documents to be submitted in First Envelope as per Table VII.
- (xii) Site details for installation of lights Table - VIII
- (xiii). Sample material i.e., L.E.D Solar Street lighting system along with all the accessory and I.V.Curve is to be submit to CEO, Zilla Panchayat, \_\_\_\_\_, District \_\_\_\_\_, for Technical Specification verifications and should reach before the scheduled date for the receipt of tenders. (as per Section -I)
- (xiv) The bidder has to submit acceptance letter of guarantee for 5 years for the total performance of the L.E.D Solar Street Lighting System.
- (xv) The bidder has to provide nearest service centre details
- (xvi) The bidder has to sign all the pages of the documents as token of acceptance of all terms and conditions.
- (xvii) Furnishing of details of EMD remitted is compulsory.

## 7.2 Commercial bid shall contain:

7.2.(1) The rate quoted for manufacturing & supply of L.E.D solar street lighting systems to the villages in \_\_\_\_\_ District. The rate quoted should include all taxes levied by the State & Central Govt., Packing, forwarding charges including loading and unloading, installation and commissioning etc.

### Price Schedule

The Bidder shall complete the price schedule as per **Table IX** furnished in the Bidding Documents, indicating the total cost towards supply, installation and commissioning of L.E.D Solar Street Lights as per the Technical specifications mentioned in the **Section V**. Zilla Panchayat, \_\_\_\_\_ will not pay any extra charges over and above rate quoted by the Bidder.

### C. Fixed price:

Prices quoted by the Bidder is firm final and binding and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.

The Bidder must submit all the documents listed under **Clause 3.1 of GCC in Sec.II** along with the Bid form, through e-procurement and EMD as per **Table III**. in order to qualify for consideration in the opening of the commercial bid through e-procurement process the **PRICE SCHEDULE as per Table IX**.

1. The Bidder must submit all the documents listed under **Clause 3.1 of GCC in Sec.II** along with the Bid form, sample L.E.D Solar Street Lighting System and EMD as per **Table III** in the Technical bid, in order to qualify for consideration in the opening of the Commercial bid containing the PRICE SCHEDULE as per Table IX.
2. Any Bid not in accordance with **clause 10 and 11 of GCC in Sec.II** above will be rejected.
3. E.M.D (Earnest Money Deposit)

**1.1. Proposals would need to be accompanied by a EMD Security for an amount of 2.5% in case of SSI units and 5% for other industries of total estimated project cost.**



1.2 The EMD shall be credited to the account of Centre for e-procurement through

- a. credit card
- b. Debit card
- c. National Electronic Fund Transfer (N E F T )
- d. Remittance over the counter (O.T.C.)

The Manufacturer bid will be evaluated only on confirmation of receipt of the payment (EMD) in the GoK's Central Pooling A/c.

EMD amount will have to be submitted by the Manufacturer taking into account the following conditions:

a. **EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s Central Pooling Account until the contract is closed.**

b. The entire EMD amount for a particular tender has to be paid in a single transaction.

1.3 **The EMD shall be returned to the unsuccessful Bidders within a period of eight (8) weeks from the date of announcement of the Successful Bidder.**

1.4 Any EMD security not secured in accordance with **Clause 11 of GCC in Sec.II** above will be rejected by the Purchaser as non-responsive.

1.5 Unsuccessful Bidder's EMD will be discharged/returned as promptly as possible but not later than 8 weeks .

1.6 Any Interlineations, erasures or overwriting or cancellation shall be valid only if they are initialed by the person or persons signing the Bid.

1.7 **The successful Bidder's EMD will be automatically converted into performance security up to the end of guarantee period**

1.8 The EMD security will be forfeited:

(a) If a Bidder withdraws his Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

(b) In case of a successful Bidder, if the Bidder fails,

(i) To sign the contract agreement within the stipulated time

or

(ii) To furnish performance security, i.e., 5 years total performance guarantee of L.E.D Solar Street Lighting System on Rs.200/- Government Stamp paper duly signed by the successful bidder.

## 8. Period of Validity of Bids

8.1 Bids shall remain valid for one year after the date of opening of Second Envelope(Commercial Bid) . A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

8.2. In exceptional circumstances, the purchaser may solicit the Bidder's consent to an extent of the period of validity. The EMD provided under **Clause 12 of GCC in Sec.IV** shall also be suitably extended. A Bidder may refuse the request without forfeiting his EMD. A Bidder granting the request will not be required nor permitted to modify his bid. The EMD in respect of the Bidder who has refused to extend the validity of Bids can not be forfeited by the purchaser.



## **9. Format and Signing of Bid**

9.1 The Bidder shall give a set of hard copies of all the documents which are uploaded through e-procurement in the sealed cover along with the sample. In the event of any discrepancy between them, the original uploaded shall govern.

### **D. Mode of submission of bids.**

9.2 The Bids could be submitted through E-Procurement process.

9.3 Bids sent by any other mode like in person, post, Telex or Fax or E-mail will be rejected.

## **10. Deadline for Submission of Bids**

10.1. Bids must be received by the Purchaser through E-procurement process not later than the time and date specified in the invitation for Bids (section I). In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

10.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **11. Late Bids**

Any Bid received by the Purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 16 of GCC in Sec.II will be rejected or returned unopened to the Bidder.

## **E. Tender Opening and Evaluation of E-Tenders**

### **Opening of Bids by the purchaser.**

The purchaser will open the technical bid of the Bidder, through e-Procurement process.

12.1 The Technical & Financial bids are opened on same day itself or later separately. The financial bids (Second Cover) of only Technically qualified bidders will be opened.

12.2 The Bidders Names, Bid Modifications, or Withdrawals, Bid prices, Discounts and the presence or absence of the requisite and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the time of opening. No Bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder.

12.3. Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

12.4. The Purchaser will prepare minutes of the Bid opening and will circulate them to all the bidders.



### 13 .Clarification of Bids

- 13.1 During evaluation of Bids, the purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substances of the Bid shall be sought, offered or permitted.

### 14 . Preliminary Examination

- 14.1 The purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 14.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between words and figures, the amount in words will prevail and the bid shall stand corrected to that effect. If the supplier does not accept the correction of errors, its bid will be rejected. The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder. If there is a discrepancy between words and figures, the lowest of the two shall prevail.
- 14.3 Prior to the detailed evaluation, pursuant to **Clause 23 of GCC in Sec.IV**, the Purchaser will determine the substantial responsiveness of each bid to the Bidding Documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Applicable Law and taxes and duties will be deemed to be a material deviation. The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 14.4. If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

### 15. Evaluation and Comparison of Bids

- 15.1 The Purchaser will evaluate and compare the bids previously determined to the substantially responsive, pursuant to **clause 21.3 of GCC in Sec.IV**.
- 15.2 The rates quoted by the bidder for the supply of L.E.D Solar Street Lighting System will be evaluated as per the **Table IX**

### 16 ACCEPTANCE OR REJECTION OF BIDS:

- a) CEO, Zilla Panchayat, \_\_\_\_\_ reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability or any obligation to inform the affected bidder or bidders of the grounds for the said action.
- b) Any Bid with incomplete information is liable for rejection.
- c) For each category of pre-qualification criteria, the documentary evidence is to be produced duly attested by the contractor, serially numbered and enclosed with the bids. If the documentary proof is not enclosed for any/all criteria the Bid is liable for rejection.
- d) If any information given by the contractor is found to be false / fictitious, the Manufacturer will be debarred for 3 years from participating in any other tenders of Govt., of Karnataka and will be black listed.



### SECTION – III

#### **DESCRIPTION AND SCOPE OF THE CONTRACT**

The Bidder, herein after called “the agency” are required to Supply, Installation & Maintenance of L.E.D solar street lighting systems in the selected Grama Panchayats/villages herein after called “the Contract” for which Bids are invited.

The total quantity of L.E.D solar street lighting systems to be supplied is enclosed in Table VIII.

### SECTION – IV

#### **TERMS AND CONDITIONS OF CONTRACT**

The following are the General Conditions of Contract for Supply of L.E.D solar street lighting systems in the selected Grama Panchayats/villages, as per the specifications given in the document.

#### **4.1 GENERAL CONDITIONS OF CONTRACT**

##### **1 Definitions**

1.1 In this Contract, the following terms shall be interpreted as indicated:

a) “The Contract” means the agreement entered into between the purchaser and the manufacturer, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

b) “The Contract Price” means the price payable to the Manufacturer under the Contract for the full and proper performance of its contractual obligation;

c) “The Goods” means all the **Supply of L.E.D solar street lighting systems** which the Manufacturer is required to supply to the purchaser under the contract;

d) “Services” means services ancillary to the supply of the goods, such as transportation and insurance, and any other incidental services. Such as installation, commissioning, provision of technical assistance, training and other obligations of the Manufacturer covered under the contract;

e) “GCC” means the General Conditions of Contract contained in this section

f) “SCC” means the Special Conditions of Contract

h) “The Supplier” means the individual or firm supplying the goods and services under this contract

i) “The Government” means the Government of Karnataka State

j) “The Project Site”, where applicable, means the place or places named in SCC

k) “Day” means calendar day



## **2 Application**

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

## **3 Standards**

- 3.1 The goods supplied under this contract shall confirm to the standards mentioned in the Technical specifications and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods country of origin and such standards shall be the latest issued by the concerned institution.
- 3.2 The L.E.D Solar Street Lighting system supplied by the manufacture should have a guarantee for the period of 5 years from the date of installation. The manufacturer should attend the any troubles within 7 days.
- 3.3 The supplier shall maintain L.E.D. Solar Street Lighting System for the period of 5 years.

## **4. Use of Contract Documents and Information; Inspection and Audit by the Government**

- 4.1 The Manufacturer shall not, without the purchasers prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, so far as may be necessary for purposes of such performance.
- 4.2 The Manufacturer shall not, without the Purchasers prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purpose of performing the Contract.
- 4.3 Any document, other than the contract itself, enumerated in GCC Clause 4.1 shall remain the property of the purchaser and shall be returned (in all copies) to the purchaser on completion of the supplier performance under the contract if so required by the purchaser.
- 4.4 The supplier shall permit the Government to inspect the Manufacturer's accounts and records relating to the performance of the Manufacturer and to have them audited by auditors appointed by the Government, if so required by the Government.

## **5. Patent Rights**

- 5.1 The Manufacturer shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

## **6. Performance Security**

- a). The successful-bidder's EMD will be converted into performance security. The value of performance security being 2.5% for SSI and 5% of others.
- b). The performance security furnished by the successful Bidder in respect of his bid will be returned to him after 1 month from the date of satisfactory performance of the contract. (after 5 years only)
- c). If the successful Bidder after signing the contract agreement fails to perform any contractual obligation, his EMD mentioned above shall be forfeited.



## 7. Inspections and Tests

**Approval of Sample :** The bidder has to submit the complete one set of L.E.D Street Lighting System along with all accessories and that will be tested and based on the satisfactory test results approval will be given. Only after the approval received by this office bidder has to start the manufacturing. It is also required to inform this office for pre-delivery inspection. The office will conduct pre-delivery inspection and give permission to supply. After supply post delivery inspection will be conducted .

- 7.1 The Purchaser or its representative shall have the right to inspect or to test the goods to confirm their conformity to the contract specifications at no extra cost to the purchaser. See the Technical Specifications shall specify what inspections and tests the purchaser requires and where they are to be conducted. The purchaser shall notify the supplier in writing in a timely manner of the identify of any representatives retained for these purposes.
- 7.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and / or at the goods final destination. If conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the purchaser.
- 7.3 Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject the goods and the supplier shall either replace the rejected goods or make alterations necessary to meet specifications requirements free of cost to the Purchaser.
- 7.4 The purchaser's right to inspect, test and where necessary, reject the Goods after the Goods arrival at Project Site shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the purchaser or its representative prior to the goods shipment.
- 7.5 Nothing in **GCC Clause 7** shall in any way release the supplier from any warranty or other obligations under this contract.
- 7.6 Manuals and Drawing
  - 7.6.1 Before the goods and equipment are taken over by the purchaser, the manufacturer shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.
  - 7.6.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.
  - 7.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the supplier.

## 8 Packing

- 8.1 The manufacturer shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy handlings facilities at all points in transit.



- 8.2 The packing, marking and documentation within and outside the item shall comply strictly with such special requirements as shall be provided for in the contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

## 9 Delivery and Documents

- 9.1 Delivery of the goods shall be made by the Manufacturer in accordance with the terms specified by the purchaser in the notification of award. The details of shipping and / other documents to be furnished by the supplier are specified in SCC.

## 10. Insurance

- 10.1 The goods supplied under the contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "Warehouse to Warehouse" (final destinations) on "All Risks" basis including War risks and Strikes.

## 11. Transportation

Where the Manufacturer is required under the contract to transport the goods to a specified place of destination defined as Project site, transport to such place of destination including insurance, as shall be specified in the contract, shall be arranged by the supplier, and the related cost shall be included in the contract price.

## 12. Payment

The terms of payment will be as follows:

After the successful implementation of the contract regarding supply, installation and maintenance of **L.E.D solar street lighting systems in the selected Grama Panchayats/villages**, as per following details Payment will be made to the Manufacturer as per as SCS clause-3.

- a) The Manufacturer to whom supply work is allotted should also under take of the same to the Head Quarters of the Grama Panchayats/villages of the \_\_\_\_\_ District as per the particulars to be supplied by the Purchaser. Payment will be made to the Manufacturer after the successful supply installation & commissioning work and as per the report given by the concerned Project Engineer, REP, Zilla Panchayat, \_\_\_\_\_ District.
- b) Payment will be made to the Manufacturer after ascertaining whether the contract has been executed satisfactorily and towards this the Purchaser should furnish the necessary certificate from the accepting authorities i.e. Grama Panchayats.

**Payment will not be made to the contractor unless the work entrusted is executed satisfactorily. Further the purchaser will not make any advance payment or part payment.**



### 13. Prices

13.1 Prices payable to the Manufacturer as stated in the contract shall be firm during the performance of the contract.

### 14 Change Orders

14.1 The purchaser may at any time, by written order given to the Manufacturer pursuant to GCC Clause 3.1 of GCC in Sec.IV, make changes within the general scope of the contract in anyone or more of the following:

- a) Drawings, designs, or specifications, where goods to be furnished under the contract are to be specifically manufactured for the purchaser;
- b) The method of shipping or packing;
- c) The place of delivery; and / or
- d) The services to be provided by the supplier

14.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Manufacturer performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the receipt of purchaser's, change order.

### 15 Contract Amendments

15.1 Subject to GCC Clause 17, no variation in or modification of terms of the contract shall be made except by written amendment signed by the parties.

### 16 Assignment

16.1 The suppliers shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

### 17 Sub-contracts

17.1 Subcontract is strictly prohibited except entering in to consortium with another firm as mentioned in **Section II**

### 18 Delays in the Supplier's Performance

18.1 Delivery of the goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser in the schedule of Requirements.

18.2 If at any time during performance of the contract, the supplier or its sub contract(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the suppliers notice, the purchaser shall evaluate the situation and may, as its discretion, extend the supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.



- 18.3 Except as provided under GCC Clause 24, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

## 19. Liquidated Damages

- 19.1 Subject to GCC Clause 24, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed goods or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract price. Once the maximum is reached, the purchaser may consider termination of the contract pursuant to GCC Clause 23.

## 20 Termination for Default

- 20.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or part:
- a) If the supplier fails to deliver any or all the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21; or
  - b) If the Manufacturer fails to perform any other obligation(s) under the contract.
  - c) If the supplier, in the judgment of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this Clause:

"Corrupt Practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- 20.2 In the event the purchaser terminates the contract in whole or in part, pursuant to GCC Clause 23.1, 'the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods or services. However, the supplier shall continue the performance of the contract to the extent not terminated.



## **21. Force Majeure**

- 21.1 Notwithstanding the provisions of GCC Clause 21, 22, 23, the supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 21.2 For purposes of this Clause "Force Majeure" means an event beyond the control of the supplier and not involving the suppliers fault or negligence and not foreseeable. Such event may include, but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 21.3 If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

## **22 Termination for Insolvency**

- 22.1 The Purchaser may at any terminate the contract by giving written notice to the supplier, if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **23 Termination for Convenience**

- 23.1 The purchaser by written notice sent to the supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the purchaser's convenience, the extent to which performance of the Manufacturer under the contract is terminated, and the date upon which such termination becomes effective.
- 23.2 The goods that are complete and ready for shipment within 30 days after the supplier's receipt of notice of termination shall be accepted by the purchaser at the contract terms and prices. For the remaining goods, the purchaser may elect:
- a) To have any portion completed and delivered at the contract terms and prices; and / or
  - b) To cancel the remainder and pay to the supplier an agreed amount for partially completed goods and for materials and parts previously procured by the supplier

## **24 Settlement of Disputes**

- 24.1. The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- 24.2 If, after thirty (30) days, the parties have failed to resolve their dispute by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.



24.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

24.2.2 Arbitration proceeding shall be conducted in accordance with the rules of procedure specified in the SCC.

24.3 Notwithstanding any reference to arbitration herein,

- a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - b) The purchaser shall pay the supplier any monies due to the suppliers
- 24.4. The purchasing authority reserves right to place order for supply to extent of availability of funds/grants/may cancel the project due to unforeseen obligations.

## **25 Limitation of Liability**

- 25.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,
- a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the purchaser; and
  - b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **26 Governing Language**

- 26.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the contract shall govern its interpretation. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in the same language.

## **27 Applicable Language**

- 27.1 The contract shall be interpreted in accordance with the laws of the Union of India.

## **28 Notices**

28.1. Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other party's address specified in SCC.

28.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **29 Taxes and Duties**

- 29.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted goods to the purchasers selected villages in \_\_\_\_\_ District.



## 30 AGREEMENT:

- a) The successful Bidder(s) shall execute an agreement for the fulfillment of the contract on Rs. 200/- non-judicial stamp paper in the prescribed format provided, within seven (7) days from the date of acceptance of the Bid and intimation of the award of contract vide **clause 1.1.a of GCC in Sec.IV.**
- b) The incidental expenses of execution of agreement shall be borne by the successful Bidder(s). Hereafter the successful Bidder shall be referred to as "Manufacturer".
- c) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions in full or in part will entail termination of the contract without prejudice to the rights of Government of Karnataka / Purchase and recovery of any consequential loss from the contractor.

## 4.4 SPECIAL CONDITIONS OF CONTRACT

### Special Conditions of Contract

The following Special Conditions of contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

#### 1. Definitions (GCC Clause 1)

- a) The Purchaser is CEO, Zilla Panchayat, \_\_\_\_\_ District
- b) The Manufacturer is .....

#### 2. Delivery and Documents (GCC Clause 9)

Upon Delivery of the goods, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

- i) Four copies of the supplier invoice showing contract number, goods description, quantity, unit price, total amount;
- ii) Railway receipt / acknowledgement of receipt of goods from the consignee(s)
- i) Four copies of packing list identifying of each package;
- ii) Manufacturer's / supplier's warranty Certificate
- iii) Inspection certificate issued by the Project Engineers, Zilla Panchayat, \_\_\_\_\_, and the suppliers factory inspection report; and
- iv) Sl.No., product details, like S.P.V.No., Battery No, Luminar No. should be printed on metallic plate and riveted to batter box of every system.
- v) Every SPV Module should have a label laminated inside the module as Soura Belaku 2012-13.
- vi) Write boldly Karnataka Sarkara, Soura Belaku 2012-13, Zilla Panchayat, \_\_\_\_\_ on Battery box



The above documents shall be received by the purchaser before arrival of the goods (except where the goods have been delivered directly to the consignee with all documents) and, if not received, the supplier will be responsible for any consequent expenses.

### 3. Payment (GCC Clause 12)

- Payment will be made after completion of the project in a complete manner only after certification and issue of Stock Certificate from the respective Grama Panchayat and Project Engineer Rural Energy.

### 4. Settlement of Disputes (Clause 27)

The dispute settlement mechanism to be applied pursuant to GCC Clause 24 in Sec. IV shall be as follows:

- a). In case of Dispute or difference arising between the purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parities; failing such agreement, by the appointing authority namely the Indian Council of Arbitration / President of the Institution of Engineers (India) / The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the parties.
- b) Arbitration proceedings shall be held at \_\_\_\_\_ District, Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- c) The decision of the arbitrators shall be final and binding upon both parities. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.
- d) Any disputes under the contract is subject to \_\_\_\_\_ Jurisdiction only.

### Notices (Clause 31)

For the purpose of all notice, the following shall be the address of the purchase and supplier.  
**Purchaser:**

**Supplier:** (To be filled in at the time of contract signature)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## 6. Right to use defective equipment:

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the purchaser shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omission by repair or by partial or complete replacement is made without interfering with the purchaser's operation.

## 7. Supplier Integrity:

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

## 8. Supplier's Obligations:

The Supplier is obliged to work closely with the purchaser's staff, act within its own authority and abide by directives issued by the purchaser and implementation activities.

The supplier will abide by the job safety measures prevalent in India and will free the purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the supplier's negligence. The supplier will pay all indemnities arising from such incidents and will not hold the purchaser responsible or obligated.

The Supplier is responsible for managing the activities of its personnel or subcontracted personnel and will hold itself responsible for any misdemeanors.

The supplier will treat as confidential all data and information about the purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the purchaser.

### 4.5 Additional Points to be noted in the contract relating to and supply, installation, maintenance of L.E.D Solar Street Lighting System.

- a) The contractor should supply and install the **L.E.D solar street lighting system** as per the particulars to be supplied by the Purchaser and to all the selected sites of \_\_\_\_\_ districts strictly in accordance with the Term & Conditions of the contract and without any defects.
- b) The work relating to supply of **L.E.D solar street lighting systems** should be executed without any delay as per the implementation schedule mentioned in this document.
- c) The Purchaser reserves the right to depute officers from his office for the supervision and inspection at the time of implementation of the contract. The contractor should submit report to the concerned officer regarding the implementation of the contract.
- d) The contractor should supply **L.E.D solar street lighting system** using good quality material strictly in accordance as sample supplied along with Technical Bid.
- e) All the **L.E.D solar street lighting system** supplied in systematic manner.
- f) If any defect is noticed after supply and installation same will have to be replaced by the Contractor at his own expenses.
- g) The successful bidder should indicate the name and address of there nearest service centre, that can take up immediate on complaint
- h) If the contract is not executed within the stipulated period as per implementation schedule the Purchaser namely The **CEO, Zilla Panchayat, \_\_\_\_\_** reserves the right to cancel the contract and the Purchaser will not be liable for any pecuniary loss or damage incurred by the Contractor in this regard.



#### 4.6 IMPLEMENTATION SCHEDULE:

The work supply, installation and maintenance of **L.E.D solar street lighting system** should be implemented by the manufacturer as per the following implementation schedule :-

1. Signing of Contract	7 days from date after the finalization of the bid minutes.
2. Manufacturing, Pre delivery Inspection and supply of _____ L.E.D solar street lighting systems to the selected sites of _____ dist.	60 days from the date of issue of work order.

#### 4.7 PENALTY AND TERMINATION FOR NON-FULFIMENT OF CONTRACT:

- a. If the manufacturer does not execute the work as per the implementation schedule, penalty will be imposed at the rate of 0.5% of the contract amount for a week's delay or part thereof.
- b. The contractor entrusted with the work of supply, installation and maintenance of **L.E.D solar street lighting system** should execute the work in *good* condition as per the section V clause 4.5. Using the inferior material, found before/after installation, such defective materials will be rejected outright. The contractor will have to replace the rejected items at his own responsibility & expense.
- c. The **L.E.D solar street lighting system** will have to be supplied in good condition with out causing any damage to the items, to all the selected sites in \_\_\_\_\_ District. If any defect is found, If any report in this regard is received from the Project Engineer, REP, Z.P \_\_\_\_\_ such defective materials will be rejected and the contractor will have to bear the cost of such defective materials. Penalty will also be imposed by the purchaser depending upon the extent of error/ defect noticed. The quantum of penalty will vary from a minimum of 1% and subject to a maximum of 10% of the contract amount. This penalty will be in addition to the liquidated damages as per clause 19 of GCC.

#### 4.8 GENERAL POINTS TO BE OBSERVED:

The Bidder should execute under taking in the prescribed form stipulating that he has agreed to the Terms & Conditions mentioned in the tender for submission of Technical & Commercial Bids.



## SECTION-V

### TECHNICAL SPECIFICATIONS (L.E.D SOLAR STREET LIGHTING)

Sl.No	Particulars	Specifications
1	Whole Structure	Anti corrosive galvanized , mild steel of size 7.5 cms outer dia with a total height 15.7 ft with suitable grouting legs and provisions for arm and to mount SPV module.
2	Grouting	The pole should be grouted in the excavated pit of size 1 x 1 x 2.5 ft using cement concrete of mixture 1:3:6
3	Arm fixation	Luminar arm should be fixed at 12 ft height from ground level and it should have provision to change the tilt angle of the luminar.
4	Fastening	Threads of bolts and nuts of SPV Module and the arm etc., should be jammed in order to avoid thefts.
5	Module	The SPV module used should be of 12 Volts, <b>45 wp under STC</b> , measured at 16.4 Vat load, Module Voc minimum of 21 V to unable to dusk to dawn operation. SPV module should have laminated plate containing, <b><u>Soura Belaku Programme -2012-13, Name of the District, Sl.No. of the panel.</u></b>
6	Battery Box fixation	Battery Box should be fixed to the pole at the height of 8 ft from the ground level.
7	Battery Box Protection	A good locking system has to be provided to the battery box and care should be taken to provide suitable holes at the right places such that while Topping, the spilled out electrolyte drain easily. Battery should be placed on wooden plank inside the Battery box.
8	Battery	<u>Flooded electrolyte type, positive tubular plate, low maintenance lead acid battery. The battery will have a minimum rating of 12 V, 40 AH (at C/10) discharge rate. 75% of the rated capacity of the battery should be between fully charged and load cut of conditions .</u>
9	LED Assembly and its regulating Electronics	<p>The light source will be of white L.E.D type. Single lamp or multiple lamps can be used. Wider view angles of a minimum of 120 degree or more. The Luminous performance of individual L.E.D used should not be less than 90 lumen/ watt when measured luminaire as whole. The colour-temperature of white L.E.Ds used in the system should be in the range of 5500 degree K – 6500 degree K use of L.E.Ds which emits ultraviolet light will not be permitted.</p> <p>The light output from the white L.E.D light source should be constant through out the duty cycle.</p> <p>The lamps should be housed in an assembly suitable for outdoor use. The temperature of LED should increase not more than 15 degree above ambient temperature. This condition should be compiled even after two hours of operation at its maximum operation voltage ( ie. Just before over voltage cut off)</p> <p>A provision is to made to operate the LED luminars both on Solar and 230 Volts , 50hz A.C. Mode. Life cycle of L.E.D should not be less than 80,000 hours.</p> <p>Average duty cycle of street lighting – Dusk to dawn</p> <p>Autonomy- 3 days ( minimum 42 operating hours per permissible discharge)</p> <p>Electronics - Min.85% total efficiency</p>



10	LED Luminors and Accessories	The L.E.D Solar Street Light should be installed with all relevant accessories, cables, clamps and non corrosive fixtures.
11	Installation	L.E.D Solar Street Lighting should be supplied to the respective sites/villages, and it has to installed, commissioned in a complete manner.
12	Intensity of light of LED	White colour ( colour temperature 5500 degree -6500 degree K ) minimum 15 LUX when measured 10 ft. in radius should be of Umbra , (ie., visibility) 20 to 30 ft. radius should be of penumbra ie. Visibility reduces.
13	Performance of the Guarantee of PV Module and System	The PV module will be guaranteed for a minimum period of 15 years from the date of supply and the complete white L.E.D Solar Street Lighting system including the battery should be guaranteed for a period of 5 years from the date commissioning. ( i.e, for the total performance of the system)
13(a)	Maintenance	The supplier shall supply, installation and maintenance for 5 years
14	Sample L.E.D Street Lighting Set	A complete set of L.E.D Solar Street Lighting System having above specification should be supplied and installed as sample for testing purpose before the date of opening of technical bid.
15	I.V Curve of sample PV Module	Certified I.V Curve test report should be submitted (attested by Gezetterd officer) along with sample.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2012/13

The above technical specifications read and understood and signed

Signature of the bidder and address with seal



**TABLE I****DETAILS OF THE ORGANISATION**

1	Name of the Manufacturer	
2	Year of starting the organization & registration number (photo copy of registration certificate to be enclosed)	
3	Address of the Manufacturer (along with phone no.& pin code)	
4	Status of Manufacturer	Own / Partnership
5	a) C.S.T./K.S.T./T.I.N. No. b) Permanent PAN No. of Income Tax Dept.(Photocopy of I. T. returns for the last three years to be enclosed)	
6	Audit reports for the last 3 years (Certified copy of Chartered Account' report in P&L account to be enclosed)	
7	Particulars of Sales Tax returns for the last 3 years(photo copy of returns to be enclosed)	
8	Experience of Manufacturer/supplier relating to L.E.D solar street lighting systems (supporting certificates to be enclosed)	
9	Particulars of E.M.D.	
10	Particulars of Physical Infrastructure and total strength of staff available in the organization relating to Manufacture/supply/testing etc.,	

Signature of the bidder and address with seal

Date :



TABLE-II

Bid form

Ref. No:

Date:

TO:

The Chief Executive Officer,  
Zilla Panchayath,  
\_\_\_\_\_ District, State of Karnataka, INDIA

Sir/Madam,

Having examined the Bidding Documents including Addenda Nos\_\_\_ the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, installation and maintenance of **L.E.D solar street lighting system** in District for which necessary Bid security amounting to Rupees. - \_\_\_\_\_ at the prescribed rate is enclosed vide D.D. No. \_\_\_\_\_ or Bank Guarantee in the prescribed form is enclosed herewith.

**Conditions :-**

1. We undertake, if our Bid is accepted, to supply the learning materials supply to selected villages in \_\_\_\_\_ District in accordance with the terms and conditions in the Bidding document.
2. If our bid is accepted we will obtain the guarantee of a bank in a sum equivalent to 5 % of the Total Contract Price for the due performance of the Contract, in the form prescribed by the purchaser. .
3. We agree to abide by this bid for a period of 12 months after the date fixed for bid opening of Second Envelope under Clause 19 of the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We understand that in competing for (and if the award is made to us, in executing the above contract,) we will strictly observe the laws against fraud and corruption in force in India namely Prevention of Corruption Act 1988 ".
5. We understand that you are not bound to accept the lowest or any bid you may receive.
6. We confirm that we comply with the eligibility requirements as per ITT Clause-1 of the Tender document.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2012/2013

Signature: \_\_\_\_\_

--  
Duly Authorized to sign bid for and on behalf of office  
address seal

Place:



TABLE - III

EARNEST MONEY DEPOSIT

To,

The Chief Executive Officer,  
Zilla Panchayath,

\_\_\_\_\_ District, Karnataka, India

Sir,

Whereas.....(hereinafter called "the Bidder") has submitted its bid dated.....2010 for supply & F.O.R destination of **LED solar street lighting system** in \_\_\_\_\_ District (here in after called the "Bid") we are herewith remitting a sum of Rs. .... by way of debit card/credit card/ NEFT/OTC vide., \_\_\_\_\_ on e-portal. Further we have clearly understood that the bid in this regard will not be opened without EMD. ( Scanned copy of the remittance is hereby attached)

**THE CONDITIONS of this obligation are:**

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
  - (a) Fails or refuses to execute the Contract Form if required; or
  - (b) Fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

The guarantee will remain in force up to and including 12 months after the period of the bid validity.

Place:

Signature

Date:

Name & Address of the bidder with seal



**TABLE-III(A)**

**To E-PROCUREMENT PROCESSING FEE DETAILS (Non-refundable)**

**Chief Executive Officer,  
Zilla Panchayath,**

Sir,

Whereas.....(hereinafter called "the Bidder") has submitted its bid dated.....2011 for supply & F.O.R destination of **L.E.D solar street lighting system** in \_\_\_\_\_ District (here in after called the "Bid") we are herewith remitting a sum of Rs. .... by way of debit card/credit card/ NEFT/OTC vide., Challen No. \_\_\_\_\_ on e-portal. Further we are clearly understood that the bid in this regard will not be opened without E-tendering Fee. ( Scanned copy of the remittance is hereby attached)

Place:  
Date:

Signature

Name & Address of the bidder with seal



**TABLE-III (B)**  
**CONTRACT FORM**

THIS AGREEMENT made the .....day of .....20 .....Between  
(Name of purchaser) of.....,..... (Country of Purchaser)  
(hereinafter called "the Purchaser") of the one part and.....(Name of  
the Manufacturer) of.....(City and Country of Manufacturer ) (hereinafter called  
"the Manufacturer ") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz (Brief  
prescription of Goods and Services)  
and has accepted a tender by the Supplier for the supply, installation and maintenance of  
those goods and services in the sum of.....(Contract Price in Words and  
Figures) (hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are  
Respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as  
part of this Agreement, viz:
  - a. the Tender Form and the Price Schedule submitted by the Tenderer;
  - b. the Schedule of Requirements;
  - c. the Technical Specifications;
  - d. the General Conditions of Contract;
  - e. the Special Condition of Contract; and
  - f. the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter  
mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and  
services and to remedy defects therein conformity in all respects with the provisions of the  
Contract.
4. The Purchasers hereby covenants to pay the Supplier in consideration of the provision of the  
goods and services and the remedying of defects therein, the Contract Price or such other sum  
as may become payable under the provisions of the Contract at the times and in the manner  
prescribed by the Contract.



Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under:

51. No	Brief Description of Goods and Services	Quantity to be supplied	Amount put to tender	Total Price	Delivery Terms
	L.E.D Solar Street Lighting Systems		50.00 lakhs		

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and the year first above written.

Signed, Sealed and Delivered by the

said..... (For the Purchaser)

in the presence of .....

Signed, Sealed and Delivered by the

said..... (For the Supplier)

in the presence of .....



**TABLE-IV**

**STATEMENT OF PAST PERFORMANCE**  
**(Proforma for performance statement (for a period of last Three years from 2009-10, 2010-11&2011-12) relating to Manufacture / supply work**

Name of the Firm \_\_\_\_\_

Name of the organization and address to which service was provided	Contract No.& date of the agreement extended with the organization	Description of the contract.	Total Value of contract	Period of contract ( mentioned the span of time schedule)	If there is delay, in performance, reasons for the same	Has the work entrusted completed satisfactorily (Attach certificate From an Officer who entrusted the work)
1	2	3	4	5	6	7

Signature and seal of the Bidder  
with office seal

Place:  
Date:



**TABLE - V**

**ACCEPTANCE OF IMPLEMENTATION SCHEDULE**

To

**Chief Executive Officer,  
Zilla Panchayath,**

\_\_\_\_\_, District  
Karnataka State, India.

Sir,

We M/s.....(Name of the bidder) here in after  
Called "the Manufacturer" have furnished the bid for Manufacture / supply, installation and  
maintenance of L.E.D based solar lighting systems to selected villages in  
\_\_\_\_\_ District do here by agree to the implementation schedule of the said project.  
Failing which the Chief Executive Officer, Zilla Panchayat, \_\_\_\_\_ will have discretion  
to either reject or cancel the contract agreement.

Place:  
Date:

Yours faithfully,

Signature of the bidder and with office seal



**TABLE-VI**  
**UNDERTAKING**

To

**Chief Executive Officer,  
Zilla Panchayath,  
\_\_\_\_\_, District  
Karnataka State, India.**

Sir,

We M/s.....(Name of the bidder) here in after Called "the Manufacturer" do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the bidding document while performing the contractual obligations relating to Manufacture/supply, installation and maintenance of L.E.D solar lighting systems in the selected villages of \_\_\_\_\_ District with in stipulated time. We also adhere to guarantee clause as specified under clause 3.2 of GCC in Sec.IV of the terms and conditions of the contract.

Yours faithfully,

Place:

Date:

Signature of the bidder and with office seal



### Table-IX

**PARTICULARS TO BE SUBMITTED IN THE COMMERCIAL BID  
(SECOND COVER)  
PRICE SCHEDULE FOR MANUFACTURING AND SUPPLY, INSTALLATION  
AND MAINTENANCE OF L.E.D Solar lighting systems  
Rates quoted by the bidder:**

- The rates should be mentioned item wise clearly both in words and figures

Itemwise details of rates quoted		
Sl No.	Item details/name as per the Section V	Rate quoted by the bidder
	L.E.D Solar Street Lighting System	(Rate has to be quoted Through e-procurement portal only).

### CONDITIONS

1. If our tender is accepted, we are here by undertake to abide as per the stipulated Terms and Conditions, to manufacture and supply, installation and maintenance the L.E.D solar lighting systems to respective Grama Panchayats/villages as per the item awarded.
2. We agree to abide by this Tender for bid validity of 12 months after the date fixed for opening of Second Envelope under clause 12.1 of this Tender document and shall remain binding upon us and may be accepted at any time before the expiry of the period.
3. We agree to abide by this tender for and if the award is made to us, in executing the above contract we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of corruption act 1988".
4. We understand that you are not bound to accept a lowest offer that you may receive after Tender validity.

Dated this.....day of.....2012

Signature

(In the capacity of..... Duly authorized to sign the Tender for and on behalf of)  
(Name and Address of the Tender with seal)







**TABLE-VII**

**CHECK LIST OF DOCUMENTS TO BE SUBMITTED IN THE FIRST ENVELOPE(TECHNICAL BID)**

Sl.No.	Description	Whether the Document is enclosed or not	Page No. From and To
1	Details of Organisation as per Table -I	YES/NO	
2	Bid form as per Table II	YES/NO	
3	EMD as per Table III	YES/NO	
3(a)	E-tender processing fee as per Table III(A)	YES/NO	
4	Statement of past performance as per Table IV	YES/NO	
5	Format of acceptance of implementation schedule as per Table V	YES/NO	
6	UNDERTAKING as per Table VI	YES/NO	
7	Acceptance to Technical Specification as per Section V	YES/NO	
8	Site details Table -VIII	YES/NO	
7	Attested copies showing the legal status , places of registration and principal place of business of the firm	YES/NO	
8	Attested copies of audited financial statements for the last 3 years i.e, 2009-10 2010-11 & 2011-12	YES/NO	
9	Attested copies of sales tax registration and sales tax returns filled in the last 3 years i.e, 2009-10 2010-11 & 2011-12	YES/NO	
10	Attested copies of income tax registration and income tax returns filled in the last 3 years i.e, 2009-10 2010-11 & 2011-12	YES/NO	
11	Attested copies of recognition from state govt./central govt.		
12	Scan & upload the copy of sample submitted acknowledgment.	YES/NO	
13	Acceptance to give 5 years guarantee for trouble free operation and maintenance	YES/NO	
13(A)	Undertaking to maintain for 5 years.		
14	IV Curve of the solar module ( sample)	YES/NO	
15	MOU in case of non PV manufacturer	YES/NO	
16	Sample module with name laminated	YES/NO	
17	Address of the nearest official Service Centre of the company.	YES/NO	
18	Hard copies of the documents submitted through e-bidding should be enclosed with the sample in sealed cover for are uploaded e-procurement process is enclosed	YES/NO	

I abide by all the above terms & conditions.

PLACE:  
DATE:

TEnder Document 2012-13

SIGNATURE OF THE BIDDER and with office seal

7/9/2012



**TABLE-VIII**

**Site Details**

Sl. NO	Particulars	Name of the Selected Taluk	Name of the Selected Grāma Panchayts	Name of the Selected villages	No.of Solar Street Lights ( Nos)
	As per the Section-V	1.	1. 2. 3	1. 2. 3.	
		2.			

We are agreeable to install Solar Street Lights in the above mentioned sites.

Signature and Seal of the Bidder.

Place :

Date :