



**RAM LAL ANAND COLLEGE,  
UNIVERSITY OF DELHI  
BENITO JUAREZ ROAD, NEW DELHI**

**TENDER DOCUMENT**  
Tender Number: **RLAC/TENDER/2020/01**

For

**Online Open/Limited Tender  
(ONLY THROUGH E-TENDERING MODE)**

**Solar fencing of approximately 2255-meter area covering Patiya,  
Kasoon, Kotyura and Bhatgaon villages in Almora District of  
Uttarakhand to mitigate the problem of destruction of crops by Wild  
boars and Monkeys**



INVITATION FOR TENDER  
RAM LAL ANAND COLLEGE,  
UNIVERSITY OF DELHI,  
BENITO JUAREZ ROAD, NEW DELHI-110021

**Tender Number: RLAC/TENDER/2020/01**

**Date: 02/01/2020**

On behalf of NMHS Project under MOEF&CC, Principal, Ram Lal Anand College, University of Delhi, South Campus, 5, Benito Juarez Road, New Delhi 110021 invites **Online Tender on two bid system (Technical and Financial)** from approved/reputed and eligible vendors or its authorized dealers for **Solar fencing of approximately 2255-meter area covering Patiya, Kasoon, Kotyura and Bhatgaon villages in Almora District of Uttarakhand to mitigate the problem of destruction of crops by Wild boars and Monkeys**

Manual bids shall not be accepted.

**Subject: - Solar fencing of approximately 2255-meter area covering Patiya, Kasoon, Kotyura and Bhatgaon villages in Almora District of Uttarakhand to mitigate the problem of destruction of crops by Wild boars and Monkeys**

Tender documents may be downloaded from RAM LAL ANAND COLLEGE (RLAC) website [www.rlacollege.edu.in](http://www.rlacollege.edu.in) (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

### CRITICAL DATE SHEET

|                                  |                             |
|----------------------------------|-----------------------------|
| Published Date                   | 03 January 2020 (11.15 Hrs) |
| Bid Document Download Start Date | 03 January 2020 (11.15 Hrs) |
| Clarification Start Date         | 03 January 2020 (11.30 Hrs) |
| Clarification End Date           | 07 January 2020 (15.00 Hrs) |
| Bid Submission Start Date        | 08 January 2020 (11.00 Hrs) |
| Bid Submission End Date          | 15 January 2020 (11.00 Hrs) |
| Bid Opening Date                 | 16 January 2020 (11.30 Hrs) |

#### 1. Tender Fee & Earnest Money Deposit (EMD):

Tender EMD (Earnest Money Deposit):

Rs.20000/- (Twenty Thousand Rupees only) in the Form of a Demand Draft/Bank Guarantee Payable to Principal Ram Lal Anand College, New Delhi on any scheduled Bank payable at New Delhi.



The Hard Copy of original instruments in respect of Earnest money, Original copy of affidavits and at least three (03) certificate of references must be delivered to Ram Lal Anand College, University of Delhi, South Campus, 5, Benito Juarez Road, New Delhi 110021 on or before bid opening date/time as mentioned in critical date sheet.

**Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD etc and hard copy of all necessary documents against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non-refundable.**

The Bank Guarantee should be valid for the period of 180 days from the date of opening of the tender. Bid without a valid EMD will be rejected outright.

- a. The firms registered with NSIC/ MSME are exempted from Tender Fee and EMD. Copy of valid certificate must be uploaded with technical cover.
  - b. EMDs of remaining Bidders, except of the first Bidder (L1) shall be returned within a period of 30 (Thirty) days from the date of issuance of Letter of Award (LOA) to the Successful Bidder.
  - c. The EMD of the First lowest Bidder (Successful Bidder) shall be retained and will be returned after the submission of Security Deposit of the Performance Bank Guarantee.
  - d. No Interest shall be paid on EMD
  - e. EMD shall be forfeited, in any of the following cases:
    - The Bidder withdraws its Proposal after the Proposal Due Date.
    - The Successful Bidder fails to accept LOA within the stipulated period.
    - The Successful Bidder fails to submit the Performance Bank Guarantee within the stipulated period and sign the Agreement.
2. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Bidders/Vendors are advised to follow the instructions provided in the 'Instructions for Online Bid Submission' for the e-submission of the bids online through the Central Public Procurement Portal.
3. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. The tender must be valid for acceptance for a period of 90 days from the date of opening of the bids.
5. RLAC reserves the right to accept or reject or cancel any tender or relax any part of the tender offer, without assigning any reason thereof.
6. The Rate contract shall remain valid for 1 Year from the date of signing of contract. However, this may be extended for the period approved by the college.
7. Bids will be opened as per date/time as mentioned in the **Tender Critical Date Sheet**. After online opening of Technical-Bid, the results of their qualification as well Price-Bid opening will be intimated latter.



NMHS Project under MOEF&CC,  
Principal, Ram Lal Anand College,  
University of Delhi, South Campus,  
5, Benito Juarez Road, New Delhi 110021

## Documents to be submitted by the Bidders:

### Submission of Tender

The tender shall be submitted online in two parts (Technical Bid and Financial Bid).

All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

### Technical Bid

The following documents are to be furnished by the Contractor along with Technical Bid:

- i) Signed and Scanned copies of technical bid consists of all the technical specifications as described.
- ii) Signed and Scanned copy of EMD payment, *i.e.* Demand Draft or Bank Guarantee.
- iii) Signed and scanned copy of appropriate value of valid registration certificate, PAN No and Tender Acceptance Letter (Annexure 1).
- iv) Signed and Scanned copy of Work experience certificate and letter of reference of at least three similar completed projects. Similar project means providing solar fencing solutions to mitigate the problem of wild animals like monkeys, wild boars, elephants etc.
- v) Signed and scanned copy of Income Tax and Service Tax return(s) for last three financial years.
- vi) Signed and scanned copy of the Contract/Work order (at least 3 to be attached) issued by the concerned organization where the bidder had carried out similar projects/installations.
- vii) Signed and Scanned copy of GST Registration Certificate.
- viii) Should provide company authorization Certificate.
- ix) Signed and scanned copy of the Letter of Proposal (Annexure 2)
- x) Delivery time of the supply should be clearly mentioned in the bid.

### NOTE:

- a) If the bid is incomplete and / or non-responsive it will be rejected during technical evaluation. The bidder may not be approached for clarifications during the technical evaluation. So, the bidders are requested to ensure that they provide all necessary details in the submitted bids.
- b) If any price details are found in the Technical Bid, the offer will be Summarily rejected.



### **PRICE BID**

- i. Schedule of price bid in the form of BOQ\_XXXX .xls
- ii. The PRICE PART shall contain only schedule of rates duly filled in. NO stipulation, deviation, terms & conditions, presumptions etc. is permissible in price part of the bid. RLAC shall not take any cognizance of any such conditions and may at its discretion reject such price bid.
- iii. Prices should be given in INR in figures only.

### **Performance Security:**

- a) The Successful Bidder shall, for due and faithful performance of its obligations under the Tender Document provide to RLAC.
  - i. A Performance Bank Guarantee equivalent to 5% of the Total Value of the Contract valid for a period of 14 months and to be renewed subsequently for 2<sup>nd</sup> and 3<sup>rd</sup> year.
- b) The Performance Bank Guarantee shall be from any Scheduled Bank in favour of "Principal, Ram Lal Anand College" payable at New Delhi.
- c) The Performance Bank Guarantee shall be provided by the Successful Bidder within 30 (thirty) days of issuance of LOA by RLAC. EMD shall remain in full force and effect; till the time the Performance Security is submitted by the Successful Bidder.
- d) Failure of the Successful Bidder to provide the Performance Bank Guarantee within 30 (thirty) days shall entitle RLAC to withdraw the LOA and the EMD will be forfeited. Further, the Successful Bidder may be debarred from participating in any other tenders of RLAC.



## Technical Specifications for Solar Fencing System

|   |  |
|---|--|
| Perimeter length to be fenced:                  | 2255 meters (approximately)  |
| Number of sites where fence is to be installed: | 5  |
| Required Fence Height:                          | 1.5 feet below ground, 6 feet straight, and<br>1 foot slanted outside<br>Total height = 8.5 feet |
| Number of lines/wires:                          | 11   |
| Pole to Pole Distance:                          | 5 meters   |

### Critical Component details:

#### 1. Energizer:

- Input voltage : 12 V DC
- Input current : <500 mA
- Output voltage : 6.0 – 10.0 KV on 500 Ohm load
- Pulse interval : 1.2 second
- Pulse duration : .03 milli second
- Output energy : 3.5 Joules

- Solar Powered Energizer should be installed over a reach of specified length with 11-12 strands with Energizer installed at suitable distance. Any tamper / intrusion / unwanted activation of the fence has to be suitably annunciated with external audioalarm system.
- Warning signboards to be placed at every pathway along the fence and also at every 30 meters.
- Sections to be maintained at every 250 to 350m, based on the site conditions, of fence length for easy troubleshooting.
- Battery: 12V 90/100AH rechargeable Maintenance-free Lead Acid Battery of reputed make for storing the energy. Same should be utilized to power the Fence system.
- Charger: Solar PV module of rating 12V / 75W/ 100W from a reputed company for battery charger.
- Lighting Diverter: Lighting Diverter kit should be provided to protect the Solar fence system from Lighting. The details of the same are:

Lightning can cause serious damage to the energizer. When Lightning strikes close to or directly on electric fence, it causes a massive surge in voltage which flows back to the energizer to find the quickest path to earth. The Lightning Diverter kit (LDK) consists of a choke, which creates a blocking effect for the extremely high voltages caused by Lightning. The high voltage is blocked by the choke and diverted across the arrester to earth. The Earthing system should be installed separately for Lightning kit. LDK should be installed as close as possible to the energizer.



## Other Components:

The components should be of reputed make and of high-quality conforming to the safety standards for each item. Specific details of some of the components are:

- a. **Insulator:**
  - Strain Insulators for End or Corner Posts: Made of High-quality Industrial Plastic – Virgin Nylon rated for 15KV UV Stabilized.
  - Reel Insulators: Made of virgin Polypropylene plastic rated for 15KV UV stabilized.
- b. **Permanent Wire tightener:** Made of special aluminum alloy designed for 15 KV UV stabilized.
- c. **Earth System:** 8 mm stainless steel rods or 1" diameter GI pipe with Galvanized clamps along with Bentonite mixture shall be used for creating more conducive conditions for Electron flow.
- d. **Fence wire:** 2.50 mm diameter, High tensile wire of reputed brand with minimum of 230 gms/sq.m zinc coating thickness and warranted for 10 years.
- e. **DVM** -Digital Volt meter up to 10 KV.

**Earthing mechanism:** The performance of the Solar fence system totally depends on the specification of Earthing system. Hence, 3 Earth pits (Based on the ground conditions) for every energizer and additional earth pit at every 300 of fence length would be required. Depending on the dampness of the soil an additional Earth pit(s) shall be installed for effective usage of the system.

- f. **Fence Posts:** The prefabricated posts are to be used to carry the fence wires along the boundary to protect the premises from any type of intrusion. The posts used should be MS Pre-fabricated duly galvanized to ensure protection against rusting and long life. The details of the desired posts are as under:

Pre-fabricated Corner posts: 50 NB Class B post duly galvanized of 8.5 feet length of which 1.5 feet will be grouted into the ground, 6 feet vertical and 1 feet slanted outside at 45 degrees.

- a. Intermediate posts: 25x25x3mm T angular duly galvanized of 8.5 feet length.
- b. Support posts: 32 NB Class 'B' post for every corner post of 8.5 feet length of which 1.5 feet will be grouted into the ground.



### General design particulars for Solar Power Electric Fencing:

The designing of the Solar power electric fencing is to be prepared based on vendor's practical experience and exposure achieved during the installations at various forest regions in the country.

#### **i. Number of wires:**

Solar power electric fencing with 11 -12 strands (Wires) shall be installed as under:

Distance between ground and wire No. 1- 150 mm Distance between wire No. 1 to wire No. 2 - 150 mm Distance between wire No. 2 to wire No. 3 – 150 mm. Two lines/wires in slanted section remaining 6 lines are to be adjusted depending upon the site condition.

#### **ii. Posts:**

Corner Post and Pull through posts shall depend on the site conditions and fence line. The corner posts shall be installed at places where there is a deviation in the fence line and also at undulations on the ground other than starting and ending posts.

Distances between poles should be 5 to 6 meters depending upon the site conditions.

#### **iii. Permanent wire tighteners:**

Permanent wire Tightner: Made of Special Aluminium Alloy (Rust Proof) designed for 15 KV UV stabilised operation to be installed on every section to maintain the tension on the wires and also to withstand the loads and pressures impended on the fence wires.

#### **iv. Flashlights (Optional):**

Flashlights to be installed beside every Gate and also at places where the Flashlight is desired to make the villagers aware about the presence of solar fencing system.

#### **v. Gate (Optional):**

The number of Gates shall be decided based on the site conditions. There will be one main gate at each site of size 10 feet X 6 feet galvanized steel. Additional Spring rope gate kit may have to be installed at suitable entry or exit paths.

### Annual Maintenance for Solar Power Electric Fencing:

The Solar power electric fencing requires regular maintenance for proper operation in areas where it is installed. All these maintenance work is to be done by the working agency. The working agency is responsible for Maintenance of Solar Power Electric Fencing for 1<sup>st</sup> Year Maintenance with Material, labor Charges, Service Charges etc. and from 2<sup>nd</sup> Year to 5<sup>th</sup> Year working agency will provide Annual Maintenance Guarantee and only Material cost will be provided by the user agency.

### **SALIENT FEATURES OF THE SOLAR FENCING SYSTEM**

- The system should be a non-lethal Solar Powered system to ward off wild animals like





wild boar and monkeys.

- The system should operate as a psychological and physical barrier for the wild animals.
- The system should alert any kind of intrusion through an audio alarm that can be in the vicinity of more than 350meters within 2 seconds.
- The Solar Powered fence system should produce a high voltage at an energy output of 3.6 Joules (Variable & set at factory to meet site requirement), which would act as an active deterrent, a physical barrier and a reliable protection system for the villagers.
- The fence system should produce voltage in the range of 6.0 kV to 10.0 kV to deter, detect and deny physical intrusion by giving the animal a short and sharp shock.
- The Energizer should be able to check the fence around 50 times a minute and the moment the pulsated wires are tampered, a built-in-alarm should immediately alert the monitoring personnel.
- External Alarm should be activated within two seconds. As a precautionary measure an internal alarm should be provided as a substitute in case of failure of external alarm.
- 12V / 90 AH Battery (Reputed Make) along with electronic system has to be kept in a protected place in the field itself.
- 12V / 75 Wp Solar PV Module of reputed make should be supplied, which can generate the required power at 25 deg. C, along with Battery. Battery should be able to provide a backup of more than 48 Hrs. in the event of complete darkness or solar power input failure.



## **MINIMUM & ELIGIBILITY CRITERIA:**

1. Work experience certificate for at least three years and list of all clients with their contact details.
2. The bidder shall have office or branch preferably in Delhi/NCR or Uttarakhand and the firm must have sufficient numbers of qualified and experienced engineers. Supportive documents must be attached.
3. The firm/contractor must submit all the documentary evidence in support of fulfilling eligibility criteria mentioned above.

## **Important Steps in Two-Bid System:**

The technical bids are to be opened at the first instance and evaluated by a competent committee or authority. At the second stage, financial bids of only the technically acceptable offers should be opened for further evaluation and ranking before awarding the contract. Clarifications may be asked on technical/commercial aspect before placing the order. The EMD would be returned to unsuccessful bidder(s) within 2 weeks of finalization of order. For successful bidder, the EMD will be converted into security deposit/performance guarantee and shall be refunded after six months of successful installation.

## **Payment Terms:**

For selected agency, payment will be made after delivery and installation of item through Cheque or RTGS transfer.

1. Irrevocable letter of credit (L/C) for 90 days. Name and address of company on whose L/C will be opened should be clearly mentioned.
2. TT/Wire transfer after 30 days from the date of installation of item.

## **Scope of work:**

1. It is the responsibility of the agency to supply Electrical unit comprising of Energizer, Fence Voltage Alarm, Solar PV Module, Battery, Hooter, Lightening Diverter, Mounting box, Module Mounting Structure with Pole, Cables and Hardware of reputed brand/make and as per specification.
2. It is the responsibility of the agency to supply fence material like wires, clamps, insulators, posts, poles, corner hooks, wire tightener, double insulated cables, earth kits, warning sign boards of reputed brand and as per specification.



3. It is the responsibility of the agency to install 10ft x 6 ft galvanised gate and spring roll gate at all the sites.
4. It is the responsibility of the agency to provide tool kit, Digital Multi meter, Flash Tube and Neon Tester
5. To make arrangement for the transportation and transit insurance of the material to the site shall be the responsibility of the agency.
6. All the civil work related to installation of poles (Excavation for Poles, Providing and laying cement/concrete for Post ) etc shall be the responsibility of the agency.
7. Installation and commissioning of the solar fencing shall be the responsibility of the agency only.
8. Arrangement of the labour, engineers their food and lodging for the installation work is the responsibility of the agency.
9. The agency shall finish the work within one month of the start of project.
10. The bidder will have to work on a total sequence without leaving any missing links and will be responsible for provision and full functionality of each of the items in isolation and in conjunction with other related items wherever required/essential.

### **Period of Contract/Delivery:**

The contract would be for 01 (one) year from the effective date of contract and extendable up to 03 (Three) years on the discretion of RLAC. Please note that Contract can be cancelled unilaterally by RLAC in case services are not received as per quality and standard/T&Cs specified in the Tender and agreement will be applicable within the contracted period. The RLAC reserves the right to exercise the option clause and repeat order clause as the case may be.

### **Terms and conditions:**

Name of work: Solar fencing of 2255 meter area around Patiya village in Almora District of Uttarakhand to mitigate the problem of destruction of crops by Wild boars and Monkeys

Special Note: The Principal and the Project Investigators hold absolute right to amend/add/modify/drop/delete/cancel the bid or any of the clauses of this tender and terms and conditions, as they deem fit without assigning any reasons.

- 1) The prices quoted in the Financial Bid are net total price/charge including cartage, loading, unloading, installation and GST and nothing extra shall be payable on any account. Wherever required by law, the college will make payment after deducting TDS and a certificate for the same shall be provided.
- 2) Any tender with incomplete information or quotes will not be accepted under any



- circumstances.
- 3) The bidder has to arrange from material to installation to maintenance everything regarding solar fencing. For the purpose of evaluation of Financial Bids the price/cost as quoted by the bidder and the acceptability by the project Investigators would be an important consideration in the final selection of the bidder.
  - 4) The equipment/ quantities in the tender are approximate and may vary depending upon the actual requirement at the time of execution. The payment for the deviated equipment/quantities shall be made on the pro-rata basis.
  - 5) College may accept or reject any or all bids in part or in full without assigning any reason and does not bind itself to accept the lowest bid. College at its discretion may change the quantity, upgrade the criteria, and drop any item or part thereof at any time before or after placement of the order.
  - 6) Not more than one tender shall be submitted by one contactor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejections.
  - 7) The bidder shall quote price separately for each part as specified in Financial Bid.
  - 8) The payment will be made to the firm at any Bank Account maintained in India by way of RTGS after deducting the TDS as applicable.
  - 9) The quoted price shall be INCLUSIVE of GST.
  - 10) The material/equipment shall be of specified quality and specifications only.
  - 11) Payment shall be made only after satisfactory completion of services after the installation has been thoroughly checked and verified and on the basis of actuals.
  - 12) If the agency fails to provide the services to the satisfaction of the project Investigators, such as inferior quality of service, failing in providing the mentioned services in part or in full, project proponents can impose appropriate penalty and in such case decision of Principal, Ram Lal Anand College shall be final and binding on the bidder/contractor.
  - 13) All the necessary safety precautions shall be taken while providing services by the service provider.
  - 14) The contractor shall indemnify Ram Lal Anand College against any accident causing any financial loss or injury and/or loss to the contractor or his workmen while providing the services.
  - 15) All installations/equipment shall be made functional by 15<sup>th</sup> February 2020.
  - 16) Boarding, lodging, transportation and food/refreshments of labour and engineers to be provided by the agency.

### **Standard Conditions of Tender:**

The Bidder, is required to give confirmation of their acceptance of the Standard Conditions of the Request for proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e Contractor/Supplier in the contract) as selected by RLAC. Failure to do so may result in rejection of the Bid submitted by the Bidder/firm.



❖ **Law:**

The Contract shall be considered and made in accordance with the laws of the Government of India. The contract shall be governed by and interpreted in accordance with the laws of the Government of India.

❖ **Effective Date of Contract:**

The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries supplies and performance of the services shall commence from the effective date of the contract.

❖ **Arbitration:**

All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration.

❖ **Penalty for use of Undue influence:**

The firm/Bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of RLAC or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contractor any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor/Supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offers by the contractor or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle RLAC to cancel the contract and all or any other contracts with the contractor and recover from the contractor the amount of any loss arising from such cancellation. A decision of the University or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the contractor towards any officer/employee of RLAC or to any other person in a position to influence any officer/employee of RLAC for showing any favour in relation to this or any other contract shall render the contractor to such liability/penalty as RLAC may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by RLAC.

❖ **Agents/Agency Commission:**

The firm/Bidder contractor/Supplier confirms and declares to RLAC that the contractor is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to



recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the contract to the contractor, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The contractor agrees that if it is established at any time to the satisfaction of RLAC that the present declaration is in any way incorrect or if at a later stage it is discovered by RLAC that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract the contractor will be liable to refund that amount to RLAC. The contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of Five years. RLAC will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Contractor who shall in such an event be liable to refund all payments made by RLAC in terms of the contract along with interest at the rate of 2% per annum above 18% penal rate.

❖ **Access to Books of Accounts:**

In case it is found to the satisfaction of RLAC that the contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Contractor, on a specific request of RLAC shall provide necessary information/inspection of the relevant financial documents / information.

❖ **Non-disclosure of Contract documents:**

Except with the written consent of RLAC, contractor shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.

❖ **Penalty and Liquidated Damages:**

- If the firm does not attend to the complaint within 4 hours from the time of registration of complaints with the resident engineer deployed by the firm or on the telephone number of the helpdesk or online complaint, a penalty @ 5% of the value of AMC charges of the equipments would be imposed till it is not available for the use.
- Penalty shall be levied @ 5% of the value of AMC charges for that equipment for each day.
- If the fault is set right by replacing the defective sub assembly and equipments, the same should be re-installed after servicing within 7 days (if 7<sup>th</sup> day falls on holiday then next morning day). In case of default, penalty shall be levied at the rate of 5% of the value of the AMC charges for the scheduled item.
- Penalty shall be levied for the absence of resident engineer at the rate of Rs.500/- (Rupees Five Hundred only) for every working day.



❖ **Termination of Contract:**

RLAC shall have the right to terminate this Contract in part or in full in any of the following cases:-

- The delivery of the services is delayed for causes not attributed to Force Majeure for more than 15 days after the scheduled date of signing of contract.
- The contractor is declared bankrupt or becomes insolvent.
- The delivery of services is delayed due to causes of Force Majeure by more than 1 month provided Force Majeure clause is included in contract.
- At any stage RLAC noticed that contractor has utilized the services of any agent in getting this contract and paid any commission to such individual / company etc.

❖ **Notices:**

Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by email addressed to the last known address of the party to whom it is sent.

❖ **Transfer and Sub-letting:**

The firm/bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

❖ **Patents and other Industrial Property Rights:**

The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks, and payments for any other industrial property rights. The firm shall indemnify RLAC against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use. The firm shall be responsible for the completion of the services in satisfactory manner during the currency of the contract.

❖ **Amendments:**

No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

❖ **Duties & Taxes:**

Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the contractor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to RLAC by the contractor. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.



If it is desired by the Bidder to ask for GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability will be developed upon RLAC.

On the Bids quoting Service tax extra, the rate and the nature of Service Tax applicable at the time of supply should be shown separately. Service Tax will be paid to the Contractor at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to Service tax and the same is payable as per the terms of the contract.

### **Important Notice:**

1. An incomplete and /or ambiguous and/or conditional and/or late response is liable to be ignored/ summarily rejected.
2. The submission and opening of bids will be through e-tendering process. Tender document can be downloaded from the website <http://www.rlacollege.edu.in> and CPPP site <https://eprocure.gov.in/eprocure/appas> per the schedule as given in **CRITICAL DATE SHEET** as above.
3. Manual bids shall not be accepted.
4. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

5. Tenderer who has downloaded the tender from the RLAC <http://www.rlacollege.edu.in> and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with RLAC.
6. Intending tenderers are advised to visit again RLAC website <http://www.rlacollege.edu.in> and CPPP website <https://eprocure.gov.in/eprocure/app> at least 2 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.





**TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

Date: \_\_\_\_\_

To,

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

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Number:**

**Name of Tender: Solar Fencing under NMHS Project**

**Dear Sir,**

I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from the web site(s) namely: **Solar fencing of approximately 2255-meter area covering Patiya, Kasoon, Kotyura and Bhatgaon villages in Almora District of Uttarakhand to mitigate the problem of destruction of crops by Wild boars and Monkeys** as per your advertisement, given in the above-mentioned website(s).

1. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
2. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
3. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
4. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
5. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

**Yours Faithfully,**



**(Signature of the Bidder, with Official Seal)**

(Letter of Proposal)  
[On the Letter Head of the Bidder]

Date: -----

To,

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

**SUB: Solar fencing of approximately 2255-meter area covering Patiya, Kasoon, Kotyura and Bhatgaon villages in Almora District of Uttarakhand to mitigate the problem of destruction of crops by Wild boars and Monkeys**

Sir,

Being duly authorized to represent and act on behalf of \_\_\_\_\_ (hereinafter referred to as ("the Bidder")), and having reviewed and fully understood all the qualification requirements and information provided, the undersigned hereby expresses its interest for the project **Solar fencing of approximately 2255-meter area covering Patiya, Kasoon, Kotyura and Bhatgaon villages in Almora District of Uttarakhand to mitigate the problem of destruction of crops by Wild boars and Monkeys**

We are enclosing our Proposal, with the details as per the requirements of the tender Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail.

We hereby also confirm the following:

1. The Proposal is being submitted by us, \_\_\_\_\_ (name of the Bidder), who is a single entity, in accordance with the conditions stipulated in the Tender Document.
2. We have examined in detail and have understood the terms and conditions stipulated in the Tender Document issued by RLAC and in any subsequent communication sent by RLAC. We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the Tender Document or in any of the subsequent communications from RLAC.
3. We confirm that there are no conditions in our "Technical Proposal" and "Price Bid".
4. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the Tender Document, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Proposal.

We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare this Technical & Price Bid and as required for **Solar fencing of approximately 2255-meter area covering Patiya, Kasoon, Kotyura and Bhatgaon villages in Almora District of Uttarakhand to mitigate the problem of destruction of crops by Wild boars and Monkeys** in the event that we are finally selected.



5. We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 90 days from the Proposal Due Date.

Thanking You,

Yours Sincerely,

For and on behalf of : (Name of the Bidder and the Seal/Stamp)

Signature : (Authorized Representative & Signatory)

Name of the Person :



## Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.



## PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without



changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Mobile Number - (A) 8826246593,  
(B) 0120-4200462, (C) 0120-4001002

Mail - [support-eproc@nic.in](mailto:support-eproc@nic.in)



Tender Inviting Authority: Principal, Ram Lal Anand College, Benito Juarez Road, New Delhi-110021.

Name of Work: Providing Solar fencing of approximately 2255-meter area covering Patiya, Kasoon, Kotyura and Bhatgaon villages in Almora District of Uttarakhand to mitigate the problem of destruction of crops by Wild boars and Monkeys

Contract No: RLAC/TENDER/2020/01

| Name of the Bidder/<br>Bidding Firm /<br>Company :  |  |                  |   |                            |   |  |                       |
|---|--|------------------|---|----------------------------|---|--|-----------------------|
| <b>PRICE SCHEDULE</b><br>(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)   |  |                  |   |                            |   |  |                       |
| (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only ) |  |                  |   |                            |   |  |                       |
| Note: Coloumn M and O is Numeric column if you want to enter any text then use coloumn S remarks.   |  |                  |   |                            |   |  |                       |
| NUMBER #  | TEXT #   | TEXT #           | NUMBER #  | NUMBER                     | NUMBER #  | NUMBER #   | TEXT #                |
| Sl. No.   | Item Description   | Item Code / Make | BASIC RATE in Figures To be entered by the Bidder in Rs. P (in INR) | GST Amount in INR<br>Rs. P | TOTAL AMOUNT Without Taxes<br>col (13) = (4) x (7)<br>in<br>Rs. P | TOTAL AMOUNT With Taxes<br>col (14) = sum (8) to (13)<br>in<br>Rs. P | TOTAL AMOUNT in Words |
| 1   | 2  | 3                | 7   | 9                          | 13  | 14   | 15                    |
| 1   | Fencing work   |                  |   |                            |   |  |                       |
| 1.01  | <b>The Electrical Unit</b><br>(Energizer, Fence Voltage Alarm, Solar PV Module, Battery, Hooter, Lightening Diverter, Mounting box, Module Mounting Structure with Pole, Cables and Hardware)<br>(As per given specification mention in tender document)   | item1            |   |                            | 0.00  | 0.00   | INR Zero Only         |
| 1.02  | <b>Fence</b><br>(H.T. Wire, Corner / End Posts, Support Posts, Intermediate Posts, Support Poles Bolts, Corner Poles/End Insulators, Intermediate Poles Insulators, Corner Pole Hooks, Wire Tightners, Joint Clamps, Double Insulated Cable Single Core, Earth Kits (Galvanizing), Warning Sign Boards)<br>(As per given specification mention in tender document) | item2            |   |                            | 0.00  | 0.00   | INR Zero Only         |
| 1.03  | <b>Gates</b><br>(10ft x 6ft gate and spring roll gate)<br>(As per given specification mention in tender document)  | item3            |   |                            | 0.00  | 0.00   | INR Zero Only         |
| 1.04  | <b>Instruments / tools</b><br>(Digital Multi meter, Flash Tube, Neon Tester, Tool kit (wire tightener handle twisting tool, pliers, double ended spanner for joining clamp tightening)<br>(As per given specification mention in tender document)  | item4            |   |                            | 0.00  | 0.00   | INR Zero Only         |
| 2.01  | <b>Transportation with transit insurance</b>   | item5            |   |                            | 0.00  | 0.00   | INR Zero Only         |
| 3.01  | <b>Civil Work</b><br>(Excavation for Poles, Providing and laying cement/concrete for Post (Cum))<br>(As per given specification mention in tender document)  | item6            |   |                            | 0.00  | 0.00   | INR Zero Only         |
| 4.01  | <b>Installation and commissioning</b>  | item7            |   |                            | 0.00  | 0.00   | INR Zero Only         |
| 5.01  | <b>Cost per meter of fence length</b>  | item8            |   |                            | 0.00  | 0.00   | INR Zero Only         |
| <b>Total in Figures</b>   |  |                  |   |                            | <b>0.00</b>   | <b>0.00</b>  | INR Zero Only         |
| <b>Quoted Rate in Words</b>   | <b>INR Zero Only</b>   |                  |   |                            |   |  |                       |