

MAKONI RURAL DISTRICT COUNCIL

TENDER DOCUMENT

FOR

SUPPLY, ERECTION AND COMMISSIONING

OF

LED BASED SOLAR STREET LIGHTS AT

NYAZURA AND HEADLANDS

MAKONI MANICALAND

INCLUDING 5 YEARS WARRANTY

AND

COMPREHENSIVE

ANNUAL MAINTANANCE CONTRACT

Tender Notice No: MAKONI ZINARA 2018-001

NAME OF FIRM.....

SIGNITURE OF TENDER ISSUNIG OFFICER

.....

MAKONI RURAL DISTRICT COUNCIL

396 STOCKSTON STREEET

BOX 255

RUSAPE

www.makonirdc.co.zw

technicalservies @makonirdc.co.zw

MAKONI RURAL DISTRICT COUNCIL

TECHINICAL SERVICE DEPARTMENT

396 STOCKESTON STREET

RUSAPE

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PART-1

GENERAL DETAILS

TENDER NOTICE
MAKONI ZINARA 2018-001

Sealed and Separate tenders are invited from all eligible manufacturers for Design, Supply, Installation and commissioning (including 5 years' warrantee) of 20 Nos. LED based Sola Street Lighting System at Nyazura and Headlands District Makoni.

The detailed notice, eligibility criteria and tender document can be seen/ downloaded from www.Makonirdc.co.zw. In future, any future notice/information related to this tender shall be uploaded on the same website only. The undersigned reserves all the rights to reject any or all the tenders without assigning any reason.

Covering letter

FROM: (Full name and address of the tenderer)

M/s.....
.....
.....
.....

To,
The Project Officer,
Makoni RDC
396 STOCKSTON STREET
Box 255
Rusape

Subject: - **Offer against Tender Notice No. Makoni Zinara 2018-001**

Sir,

We hereby submit our offer in full compliance with terms and conditions of the attached tender.
The tender is being submitted in two separate and sealed envelopes marked Part-i and Part-ii.

Signature of Tenderer)

Seal

PARTICULARS OF TENDER

1	Tender Notice No	MAKONI ZINARA 2018-001
2	Particulars of the work	Supply, Erection and Commissioning of LED based Solar Lights at Nyazura and Headlands in Makoni District of Manicaland including 5 years Warrantee
3	Tentative Quantity	20 Nos.
4	Period of contract	Till the completion of all proposed works.
5	Cost of tender document	US \$100-(inclusive of all taxes)
6	Last Date &Time for receipt of bids	20 April 2018 by 1600 hours
7	Amount of Bond	US \$ 12000-00
8	Validity of offer for acceptance	Three Months from the date of opening of the Technical bid
9	Proposed Opening of Technical Bid	20 April 2018 at 1610hours

GENERAL PARTICULARS OF TENDERER

SI	Particulars	DETAILS
1	Name of Tenderer/Firm	
2	Postal Address	
3	E-mail address for communication	
4	Telephone, Fax No.	
5	Name, designation & contact number of the representatives of the tenderer to whom all references shall be made.	
6	Nature of the firm (Individual/ Partnership/ PVT.Ltd /Public Ltd.Co./Public Sector etc.). Please attach attested copy of registration	
7	Amount and particulars of the tender fee deposited	
8	Average Annual Turnover in last three years (Enclose Balance sheet for 2015, 2016 & 2017)	
9	Sales Tax Registration no.(Copies of Registration Certificates of trade tax / sales tax)	
10	Has the tender/firm ever ben debarred by	
11	Does tenderer have any relative working in MAKONI? If its yes state the name and designation.	
12	Any other information attached by the tenderer (Details and Annexure no. where its enclosed)	
13		

Tenderers are requested to give their full particulars and legal and financial status.

(Signature of tenderer with SEAL)

DECLARATION BY THE TENDERER

I./We

.....
.....

(Hereinafter referred to as Tenderer) being desirous of tendering for the work, under this tender and having fully understood the nature of the work and having carefully noted all the term and condition, specifications etc. as mentioned in the tender document do hereby declare that-

1. The tenderer is fully aware of all requirements of the tender document and accepts all risks, responsibility and obligations directly or indirectly connected with the performance of the tender
2. The tenderer is fully aware of all relevant information for proper execution of the proposed work with respect to proposed place of works /site, its local environment, approach road and connectivity etc. and is well acquainted with actual and other prevailing working conditions, availability of required materials and labour etc. at site.
3. The tenderer is capable of executing and completing the work as required in the tender and is financially solvent and sounds to execute the tendered work. The tenderer is sufficiently experienced and competent to perform the contract to the satisfaction of Makoni Rural District Council. The tenderer gives the assurance to execute the tendered work as per specifications, terms and condition of the tender on award of work.
4. The tenderer has no collusion with other tenderers, any employee of Makoni Rural District Council or any other person or firm in the preparation of the tender.
5. The tenderer has not been influenced by any statement or promises by Makoni Rural District or any of its employees but only by the tender document.
6. The tenderer is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipal, District, State and Central Government that may affect the work, its performance or personnel employed therein.
7. The tenderer accepts the bond money may be absolutely forfeited by Makoni Rural District if the tenderer fails to sign the contract or to undertake the work within stipulated time.
8. This offer shall remain valid for acceptance for 3 months from the proposed date of opening of the Technical Bid.
9. The tenderer has never been debarred from similar type of work by any Government undertaking / Department.
10. The tenderer fulfills all requirements under ZERA and government of Zimbabwe.
11. All the information and the statement submitted with the tender are true .in case any information /statement is found to be false at a later stage, my tender may out rightly be rejected and I shall be liable to pay all the losses incurred by Makoni Rural District against the tendered work.

(Signature of Tenderer)

PART-2
INSTRUCTIONS TO TENDERERS

SECTION 1
INTRODUCTION

ELIGIBLE TENDERERS

The tenderer shall provide sufficient documentary evidences to satisfy the following condition that the tenderer:

1. Is a registered manufacturing/ distribution firm in Zimbabwe and is operational for more than last three years.
2. The tenderer fulfills the terms and conditions of eligibility as an indigenous manufacturer of LED based Solar Street Lights, strictly in accordance with the direction of ZERA and Government of Zimbabwe.
3. Has adequately plant and manufacturing capacity or distribution available, to perform the works properly and expeditiously within the time frame specified in the tender document. The firm should have monthly production capacity for more 500 Nos. of LED based Solar Street Lights. Makoni may inspect the manufacturing facility /distribution of the tenderer at any time during the evaluation of tender and incase the manufacturing facility /distribution is not founder satisfactory, the tender shall be rejected.
4. Has established quality assurance systems and organization designed to achieve high level of equipment reliability in manufacturing or distribution of the LED based Solar Street Light.
5. Has adequate financial stability and status to meet the financial obligation pursuant to the scope of work.
6. Has experience of manufacturing or distribution supply and maintenance /after sale services in the field of supply/installation of LED based Solar Street Light systems of more than 1000 Nos. Solar Street Lights on Government in the last three years. The details must be submitted on the Performa given in Technical-Bid section of tender document.
7. Has adequate field service setup to provide good after sale services including necessary repair and maintenance and has provided good after sale service for the for the supplies made by him during past years.
8. Has Valid Test Certificate of the LED based Solar Street Light as specified and required in the Technical-Bid of this tender document.

The above stated requirements are compulsory to be fulfilled by the tenderer and Makoni may also for any additional information as may be deemed necessary in public interest.

SECTION 2

THE TENDER DOCUMENT

2.1 CONTENT OF TENDER DOCUMENT

2.1.1 The tender procedure and contract terms are prescribed in the tender document .in addition of tender, the tender document incudes the various other documents as given in the table of contents at page no-2.

2.1.2 The tenderer is expected to examine all instruction ,terms and condition ,specification, formats etc. as mentioned/enclosed in the tender not submission of a tender not submission of a tender not substantiality responsive to the tender document in every respect will be at the tenderer's risk and is likely to result in out-right rejection of the tender.

2.2 INFORMATION REOUINED WITH THE PROPOSAL

2.2.1 The tender must clearly indicate the name of the manufacture, the types and model and make of each principal items of equipment proposed to be supplied. The tender may also contain details of specifications and other comprehensive description materials in support of technical specifications.

2.2.2 The above information may be provided by the tenderer in the form of separate sheets, specifications, catalogues etc.

2.2.3 Any tender not containing sufficient descriptive material to describe the proposed equipment may be treated as incomplete and hence may be rejected. Such descriptive materials and specifications submitted by the tenderer will be retained by MAKONI .any deviations from these will not be permitted during the execution of contracts, without specific written permission of MAKONI.

2.3 AMENDMENTS IN TENDER DOCUMENT

2.3.1 At any time prior to the due date for submission of the tender or even prior to the opening of the financial bid, MAKONI may for any legal reason ,whether at its own initiative or as a result of a request for clarification /suggesting by a prospective tenderer , amend the tender document by issuing notice.

2.3.2 in case any amendment due to legal reason to be done, it shall be notified on the website at least 3 days prior to the proposed date of submission of the tender. Makoni will bear no responsibility or liability arising out of non-receipt of the information in time or otherwise. If any amendment is required to be notified within 3 days of the prosed date

of submission of the tender, the last date of submission shall be extended for a suitable period of time.

2.3.3 In case any amendment due to legal reason is required to be done after submission date of the tender (prior to the opening of financial bids), the amendment shall be conveyed to All the participants through e-mail for getting their offer revised according to the amended terms and conditions.

2.3.4 Makoni will not bear any responsibility or liability arising out of non-receipt of the information regarding any amendment in time or otherwise. Tenders must check the website for any such amendment before submitting their tender.

SECTION 3

PREPARATION OF TENDER

3.1 LANGUAGE OF TENDERER AND MEASURE

The tender prepaid by the tenderer along with all the related document shall be in English .any printed literature furnished by the tenderer may be in another language so long as it is accompanied by an English translation of its pertinent passages. Unit measurement shall be metric in accordance with International system. All correspondence between the tenderer and Makoni shall be in English.

3.2 BOND AND SECURITY MONEY

The tenderer shall furnish earnest money as mentioned in the ‘Particulars of Tender’ in the form of FDR/CDR/Bank guarantee from any nationalized bank pledged in favor of CEO Makoni RDC, as a part of his tender. The bank guarantee should be valid for a period of 45 days beyond the validity of offer. Tenders without EDM shall be rejected by Makoni being non-responsive .no interest shall be paid by Makoni on the amount of earnest money deposit.

3.2.2 The earnest money may be forfeited:-

- a) If a tenderer withdraws his tender during the specified period of validity of offer.
- b) If the successful tenderer fails to sign the contract agreement within stipulated period.

3.2.3 The earnest money of the successful lowest tenderer shall be released at the time of signing of the agreement with Makoni. At this time, the tenderer shall have to deposit security money amounting to 5% of the **contract value** in the form of FDR/CDR/TDR pledged in favor of CEO Makoni RDC.

3.2.4 The bond money of all other tenderer shall be released after signing the agreement with the lowest bidder.

3.3 PERIOD OF VALIDITY OF TENDER

3.3.1 Validity of the offer should be three (03) months from the proposed date of opening Technical bid. Tenders without this validity the will be rejected.

3.3.2 In exceptional circumstances, Makoni may solicit the consent of the tenderer to an extension of the period of validity of offer. The request and the response there of shall be made in writing.

3.4 FORMATS AND SIGNING OF TENDER

3.4.1 The tender must contain the name and place of business of the firm/person/persons participating in the tender and must be signed and sealed by the tenderer with his usual signature. **The name and designation of all persons signing the tender document should be written below every signature.** Tender by a partnership firm must be furnished with full name of all partners with a copy of partnership deed.

3.4.2 The details to be given in tender should preferably be typed or legibly hand written and must be signed with the legal name of the corporation/ company by the President / Managing Director/ Secretary of the firm or a person duly authorized to bid. In case of authorized person the letter of authorized by written power-of-attorney should be enclosed with the technical bid of the tender. The person or persons signing the tender shall initial all pages of the tender document.

3.4.3 The tender shall contain no interlink actions, erasers or overwriting except as necessary to correct the error made by the tenderer in the preparation of tender. The person or persons signing the tender shall also sign at all such corrections.

3.5 PRICE AND CURRENCIES

The tenderer shall submit his rates in US dollars or the currents in Zimbabwe to this tender document. The rates should include all applicable taxes, duties and surcharges.

3.6 the tenderer are suggested to collect all relevant data regarding the proposed place of work/site ,its local environment, approach road and connectivity, actual prevailing working conditions, availability of required materials and labour and all other information/ data required for proper completion of the proposed work. If required, the tenderer must pre-visit the site before submitting his tender. Makoni shall not entertain any request of contractor for clarifications related to such local conditions and shall bear no responsibility in this regard.

SECTION 4

SUBMISSION OF TENDER

4.1 SEALING AND MARKING OF TENDER

4.1.1 The tender must be complete in all technical and commercial respect and should contain requisite certificates, drawings, information literature etc. as required in the tender document.

4.1.2 First sealed envelope (Part-1) should contain cost of the tender document (In case it's downloaded from website), requisite Bond money, brochures, literature and other documents regarding technical specifications. It should be subscribed with TENDER NO. Makoni Zinara 2018-001 Bond.

4.1.3 The complete tender document in original (excluding financial bid) issued by Makoni downloaded from the website should be submitted by the tenderer in the first envelop (Part-1) after furnishing all the required information on relevant pages. Each page of the tender document should be signed and stamped. Tenders with any type of change or modification in any of the terms/ conditions of this document shall be rejected. If necessary, additional papers may be attached by the tenderer to furnish/ submit the required information.

4.1.4 Second sealed envelope (Part-ii) should contain financial bid only. It should be subscribed with TENDER NO. Makoni Zinara 2018-001 and "Financial bid ". The tenderer should submit his duly signed and stamped financial bid format attached with this tender document, after writing the price only.

4.1.5 Any term/condition proposed by the tenderer in his technical bid which is not in accordance with the terms and conditions of the tender document or any financial conditions, payment terms, rebates etc. mentioned in financial bid shall be considered as a conditional tender and will make the tender invalid.

4.1.6 Both the above sealed envelopes i.e. Part-1 and Part-ii will be sealed in another one envelop, subscribed with TENDER NO. Makoni Zinara 2018-001 and 'NAME OF WORK'this envelop shall be addressed to the CEO Makoni RDC 396 STOCKON STREET RUSAPE.

4.2 DEADLINE FOR SUBMISSION OF TENDER

4.2.1 Tender must be received by Makoni till the date and time of submission as specified in the tender document.

4.2.2 Any tender received after the specified date and time of submission will be rejected and returned unopened to the tenderer.

SECTION 5

TENDER OPENING AND EVALUTION

5.1 OPENING OF TENDER

The procedure of opening of the tender shall be as under:

5.1.1 First envelop (Part-1) bearing TENDER NO. Makoni Zinara 2018-001 subscribed Bond Money and Technical Bid' shall be opened by Makoni representatives at the time and date mentioned in the 'Particulars of Tender', in the presence of tenderers who choose to be present. The financial and technical suitability of offers will be examined by Makoni in detail. If required, clarification regarding the suitability of the offers will be obtained.

5.1.2 Second envelop (Part-ii) bearing TENDER NO. Makoni Zinara 2018-001 and subscribed "Financial bid" of only those tenderers shall be opened whose technical bid is found responsive, suitable and in accordance with the various requirements of the tender.

5.1.3 in case it is not possible to open second envelop (Part-ii) on the same date , then a suitable date for this purpose shall be announced or shall be communicated to tenderers by letter / e-mail/ fax(Either Mode). To avoid postponement of opening of financial bid, it is in the interest of the tenderer to send their authorized representatives who are well conversant with the tender and competent enough to make decision on technical matters at the time of opening of bids.

5.2 CLASIFICATIONS REGARDING THE SUBMITTED TENDERS

5.2.1 During the process of evaluation of the tender, Makoni may at its direction ask the tenderer for a classification of his tender. The request for classification and the response shall be in writing.

5.2.2 Any query regarding any classification required by Makoni on the information submitted by the tenderer, must be replied by the tenderer within the following time schedule.

Email/fax query should be replied by email /fax within 3 days.

Query by letter must be replied by letter within 7 days of receipt of the letter.

SECTION 6

AWARD OF CONTRACT

6.1 EVALUATION CRITERION

6.1.1 The tender shall be finalized on the basis of total cost of Solar Street Light including Warrantee/Guarantee and AMC.

6.1.2 PRICE. /Purchase preferences up to 10%, on the rates quoted by lowest bidder (in case of medium or large scale category) shall be provided to Small/Cottage/ Khadi/ Tiny enterprise established in Makoni on the systems produced within the state. This Price/ Purchase preference shall be applicable to only those enterprises that are registered with Industry Department. Govt of Zimbabwe under Price/ Purchase preference policy of this state. No other relaxation shall be allowed to any bidder.

6.2 NOTIFICATION OF AWARD

Prior to the expiry of validity period of offer, Makoni will notify the successful tenderer by registered Letter/ Email/ Fax that his tender has been accepted.

6.3 AWARD OF WORK CONTRACT

6.3.1 Before placement of supply orders, an agreement shall be signed between Makoni and the lowest successful tenderer.

6.3.2 Contract should ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the corresponding bidding document.

6.3.3 However, where the lowest acceptance bidder is not in a position to supply the full quantity required, the remaining quantity, as far as possible, be ordered to the next higher responsive bidder at the rates offered by the lowest responsive bidder.

6.4 RIGHT TO VARY QUANTITIES

Makoni may increase or decrease the quantity mentioned in the tender notice at the time of award of contract and to split the work among various tenderers without any change in price or other terms and conditions and without assigning any reasons thereof.

6.5 RIGHT TO ACCEPT/REJECT ANY OR ALL TENDERS.

Makoni reserves all the rights to reject any or all the tenders, accept any tender in total or in part.

6.6 EXPENSES OF AGREEMENT

The respective suppliers shall pay all the expenses of stamps duties and other requirements for signing the agreement with Makoni.

PART- 3
GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1 DEFINITION

In the deed of contract unless the context otherwise requires:-

- 1.1 Makoni shall mean The CEO or his representatives of Makoni RDC Stockton Street Rusape and shall also include its successor in interest and assignees. The **'Contractor'** shall mean the **Firm/ Person (whose tender has been accepted by Makoni)** and shall include his legal representatives, successor in interest and assignees.
- 1.2 The contract shall be for Supply, Erection and Commissioning of LED Based Solar Street Lights at Various Locations in District of Makoni including 5 Years Warrantee and shall be valid till the completion of all related works.
- 1.3 However the validity of rates may further be extended to a specified period of time and/or to other locations in Makoni on the mutual consent of the parties.
- 1.4 The contractor shall be deemed to have carefully examined all the papers, drawings etc. attach to the contract deed. If he shall have any doubt as the meaning of any portion or any condition(s)/ specifications etc.

2 COMPLETION PERIODS

- 2.1 The total work assigned to the contractor shall have to be completed by within three (3) months from the date of signing the agreement. The work shall have to be completed within time and shall be binding on the contractor. In case of any urgency, the completed may be asked to complete the work even earlier and contractor will be bound to fulfill the requirement.
- 2.2 In case the contractor fails to execute the said work or related obligations within stipulated time, Makoni will be at liberty to get the work executed from the open market at the risk and cost of the contractor, without calling any tender and without any notice to the contractor. Any additional cost incurred by Makoni during such execution of the work shall be recovered from the contractor.
- 2.3 If the cost of executing the work as aforesaid shall exceed the balance payments due to the contractor and the contractor fails to make good the 'additional cost', Makoni or in any other lawful; from the contractor's pending claims against any work in Makoni or any other lawful manner. All risks and responsibilities related to the execution of the said work and fulfillment of related obligations directly connected with the performance of the contract shall be the sole responsibility of contractor.
- 2.4 The calculations of aforesaid 'additional cost' will be finalized by the Makoni at its sole discretion. The contractor shall have no right to challenge the mode or amount relating to calculations at any forum. For completion of the work through any other agency, in case some changes are required in terms and conditions of the contract; the contractor shall not have any right to challenge the decision of Makoni.

3 LIQUIDATED DAMAGES

If the contractor fails to perform the work within the time period specified in the works orders or within the extended time period if any, Makoni shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damage, a sum equivalent to 1% of the price of the un-performed work/services for each week of delay until actual completion of work, up to a maximum deduction of 10%.once the maximum is reached, Makoni may consider termination of the contract.

4 PERFORMANCE SECURITY

The amount of the performance security as mentioned in the 'Payments Terms' shall be forfeited in case of breach of any term or condition by the contractor. If required, the other balance payments may also be forfeit, depending on the liabilities on the part of the contractor.

5 FORCE MAJEURE

5.1 Notwithstanding the provisions of clauses contained in this deed; the contractor shall not be liable for forfeiture of its performance security, liquidated damages, termination for default, if he is unable to fulfill his obligation under this deed due to force majeure circumstances.

5.2 For purpose of this clause, "Force majeure "means an event beyond the control of the contractor and not involving the contractor's' fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires , floods, epidemics, quarantine restriction and fright embargoes etc. whether a "Force majeure" situation exists or not shall be decided by the Chief Development Officer/project controlling officer of Makoni and his decisions shall be final and binding on the contractor and all other concerned.

5.3 If a force majeure situation arises, the contractor shall notify Makoni in writing promptly (at the most within 10 days from the date such situation arises). After examining the case Makoni shall decide and grant suitable addition time for the completion of the work.

5.4 For other justified cases also, not covered under force majeure conditions, Makoni consider the request of contractor and addition time for completion of work may be granted.

6 QUALITY, WARRANTY

6.1 The contractor shall warrant the LED based Solar Street Light as per applicable standards of quality.

Anything to be furnished shall be new, free from all defects and faults material and workmanship. The manufacture shall be in accordance with specified technical parameters and should be of the highest grade and consistent with established and generally accepted standards for material. It shall be in full conformity with the drawing or samples if any and shall operate properly if operable.

6.2 After election of the LED Based Solar Street Lights at site, the contractor shall ensure satisfactory performance of the equipment's for a period of time as specified in the scope of work.

6.3 The contractor shall rectify defects developed in the Systems within Warrantee period promptly. In case the contractor does not rectify the defects within 10 days of the receipt of complaint, Makoni may restore the System in working condition on contractor's expenses.

6.4 Frequent and unjustified delays in rectifying defects may lead to cancellation of the contract, recovery of losses and imposing of additional penalty. In such circumstances Makoni shall have the full liberty to recover the losses/penalty from the contract pending claims, security deposit or in other law full manner. The amount of losses/penalty shall be decided by CEO Makoni and will be binding on the contractor.

7 STANDARDS

The goods supplied and work executed under this contract shall confirm to the standards mentioned in the technical specification and where no applicable standard is mentioned, the latest version of ZERA/SAZ Specification shall be applicable.

8 INSPECTION AND TESTS

8.1 Makoni or its duly authorized representatives shall have the right to inspect and /or to test the goods to confirm their quality according to the contract and shall have access to the contractor's works premise and the power to inspect and examine the materials and workmanship of the LED based Solar Street Lights at all reasonable times during their manufacture.

8.2 The contractor shall inform Makoni through a written notice regarding any material being ready for testing at least 7 days in advance. The conditions of contract and/or the technical specifications shall specify what inspections and tests shall be conducted by Makoni arrangements of necessary equipment and expenses for such tests shall be on contractor's account excluding the expenses of the inspector.

8.3 Makoni s Inspector, unless the witnessing of the tests is virtually waived off, will inspect and attend such test within 7 days from the date on which the equipments are notified as being ready for test /inspection. ZERA office may also be present at the time of such testing.

8.4 Makoni shall within 7 days, give written notice to the contractor, about any objection regarding the quality of the system. The contractor shall either make the necessary modifications to remove the causes of such objection or shall clarify the objections in writing if modifications are not necessary to comply with the contract.

8.5 After satisfactory testing of the systems during inspection, Makoni s Inspector shall issue of dispatch clearance for the supply of material at site.

8.6 The inspection by Makoni and issue of dispatch instruction there on shall in on way limit the liabilities and responsibilities of the contractor in respect of the agreed and specified quality. Nothing in clause 8 shall in any way relieve the contractor from any Warrantee or other obligations under this contract.

8.7 At the time of inspection and testing of the systems at the works of the contractor ,one system from the manufactured lot shall also be randomly picked up by Makoni /ZERA officers and contractor shall have to get it tested at any of the ZERA approved test center.

8.8 In case in the testing at ZERA approved test center, the system is not found in accordance with the required technical specifications, all the payments made by Makoni to the contractor shall be recovered. Such contractor shall also be blacklisted from participating in any tender in Makoni in future. ZERA and other State Nodal Agencies of ZERA shall also be informed for the necessary action against such contractors.

9 SPARE PARTS

The contractor shall make arrangement to maintain a sufficient stock of essential spares and consumable spares parts to ensure proper maintenance of the system promptly.

10. PACKING FORWARDING

10.1 Contractors, wherever applicable shall apply and crate all materials in such a manner as to protect them from deterioration and damage during transportation. The contractor shall be responsible for all damage due to improper packing.

10.2 The contractor shall inform the concerned district level project offices of Makoni regarding the probable date of each shipment of material from his works

11 TRANSPORTATION

The contractor is required to deliver the good at various locations as defined in the scope of work

12. DEMURRAGE WHARFAGE, ETC

All demurrage, wharfage and other expenses incurred due to delayed clearance of material or any other reason shall be on account of the contractor.

13. INSURANCE

13.1. The goods supplied under the contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation and the expense shall be borne by the contractor

13.2 The contractors shall arrange security & storage of their materials to avoid any theft or losses during execution of work. Makoni will, in no case, shall be responsible for providing any security/storage for the materials & equipment lying at site during execution of work. Under the contract contractor shall be responsible for any loss or damage until the systems/supplies are taken over.

14. LIABILITY FOR ACCIDENTS AND DAMAGES

During the Warranty period, the period, the contractor shall assume all responsibilities for direct damages covering all type of accidents, injury or property damage caused by manufacturing defects or faulty erection on the systems.

15. DUTIES AND TAXES

The rates/prices mentioned in the price-schedule include all applicable taxes, duties & surcharges. No additional payments shall be made by UREDA on this account.

16. PATENT RIGHT AND ROYALTIES

The contractor shall indemnify Makoni against all third party claims of infringement of patent, royalties, trademark or industrial design rights arising from the use of the goods supplied / erected by the contractor or any part thereof.

17. RIGHT TO VARY QUANTITIES

Makoni reserves all the rights to increase or decrease the quantity of goods mentioned in the contract, at the time of placement of orders without any change in price or other terms and conditions.

18. LOCAL CONDITIONS

18.1 It will be imperative on contractor to have full information of all local conditions and factors which may have any effect on the execution of works. The contractor shall be deemed to have collected all the relevant information regarding the proposed place of works /site, its local environment, approach road and connectivity etc. and be well acquainted with actual working and other prevailing conditions.

18.2 If required, the contractor should pre-visit the site before starting the work. Makoni shall entertain any request of contract for clarification related to such local conditions and shall bear non responsibility in this regard

19. TOOLS & TACKELS

The contractor shall provide all necessary tools & tackles for proper execution of work and operation /maintenance of systems after erection. Makoni shall in no way, responsible for supply of any tools & tackles.

20. TERMINATION FOR DEFAULT

Makoni without prejudice to any other remedy for breach of contract, by written notice of default sent to the, contractor, may terminate the contract in whole or in part:

20.1 If the contractor fails to deliver the services within the allocated time period (s)

20.2 If the contractor fails to perform any other obligation (s) under the contract. However in the event of termination of the contract in part, the contractor shall continue performance of the contract to the extent not terminated.

21. TERMINATIONS FOR INSOLVENCY

Makoni may at any time terminate the contract by giving written notice to the contractor without compensation to the contractor if he becomes bankrupt or otherwise insolvent, provided that such

termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Makoni

22 TERMINATIONS FOR CONVENIENCE

Makoni may provide a written notice to send to the supplier terminate the contractor, 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 in the interest of Makoni.

23 COMPLETION OF WORK

On completion of the work, the contractor shall submit 5 sets of As Executed Report to Makoni which will include photographs, drawings and as executed reports of various system containing details of erection from the point of view of future maintenance of the installed systems. This report must also contain all Technical Details, Circuit Diagram of the Electronic /Electrical components of all system.

24 OTHERS CONDITIONS

24.1 The contractor shall not transfer, assign or sublet the work under this contractor or nay substantial part thereof to any other party without the prior consent of Makoni in writing.

24.2 Makoni may at any time either stop the work all together or reduce or cut it down by sending notice in writing to the contractor. If the work is stopped all together, the contractor will only be paid for work done and express distinctly incurred by him as on preparation or the execution of the work up to the date on which such notice is received by him. The decision of Makoni regarding assessment of such expenses shall be final and binding on the contractor. If the work is cut down, the contractor will not be paid any compensation what to ever for the loss of profit which he might have made if he had been allowed to complete all the work awarded to him.

24.3 Fulfillment of various requirements, not particularly mentioned in the specifications or drawings but necessary for satisfactory and proper completion of the work shall be the contractor's responsibility within the prices offered by him. But additional works beyond scope and essence of this contract shall be carried out by contractor as extra items. For such works the rates shall be decided by Makoni and shall be binding on the contractor.

24.4 Work carried out without Makoni approval shall not be accepted and Makoni shall have right to get it removed and to recover the cost so incurred from the contractor.

24.5 The contractor shall not display the photographs of the work and not take advantage through publicity of the work without written permission of Makoni.

24.6 The contractor shall not make any other use of any of the documents or information of this contract except for the purpose of performing the contract.

24.7 Makoni will not be bound by any of Power Attorney granted /issued by the contractor or by any change in the composition of the firm made during or subsequently to the execution of the contract. However recognition to such Power of Attorney and change if any may be given by Makoni after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.

25 STATUTORY ACTS

25.1 All legal formalities /clearance are to be obtained by the contractor regarding the execution of the said work.

25.2 In respect of all labor directly employed on the work by the contractor, the contractor shall comply with all the provisions of hiring the contractor labour and rules of State /Central Government or any other authority framed from time to time. The rules and other statutory obligations in this regard will be deemed to be part of this contract

25.3 The contractor shall be comply with all the Arts & rules and regulations, laws and by-laws framed by State /Central Government / organization in the whose premises the work has to be done. Makoni shall have no liabilities in this regard

26 APPLICABLE LAW

The contractor shall only be interpreted under Zimbabwean laws. The station of Makoni RDC shall have exclusive jurisdiction in all terms arising under this contractor

RESOLUTION OF DISPUTES /ARBITRATION

27.1 The purchaser and the supplier shall make every effort to resolve any disagreement or dispute arising between them under or in connection with the contract, amicably by direct informal negotiation

27.2 If after thirty 30 days from the commencement of such informal negotiations, the purchasers and the supplier are unable to resolve a contract dispute amicably ;the matter may be referred in writing by either party to the sole arbitration of the Chairman of Makoni or to a person nominated by him.

27.3 Subject to aforesaid , the arbitration and conciliation Act 1996 made thereafter or any statutory modifications thereof for time being in force shall be deemed to apply to the arbitration proceedings. Under this cause, the Award given by the Arbitrator shall be binding on all parties. The contractor shall not have right to challenge the Award.

27.4 Work under the contract shall if reasonably possible, continue during the arbitration proceedings and dues if any, payable by Makoni to the contractor with respect to the work not in dispute shall not ordinarily be withheld on account of such proceedings unless it becomes necessary to withhold the same

27.5 The proceedings, if any, in relation to the arbitrator referred to above, shall be held by the arbitrator aforesaid at Makoni and courts at high court shall have jurisdiction to entertain and decide the matter involved

27.6 No decision given by the officer in charge of the work under this contract, in accordance with the forgoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute of difference referred to the arbitrator as aforesaid.

27.7 In case during the Arbitrator proceedings the appointed Arbitrator becomes unable , due to any reason whatsoever to continue with the proceedings or making of Award ; it will be prerogative of Makoni to nominate any other person as sole Arbitrator instead thereof. The contractor shall not raise any objection to such appointment having been made by Makoni.

27.8 The High court of Zimbabwe or Courts subordinate to it as the case may be, shall alone have jurisdiction to the exclusion of all other courts.

28. NOTICE

28.1 Any notice to be given by one part to the other, pursuant to the contract shall be sent in writing. A notice shall be effective when delivered or from the effective date mentioned in the notice, whichever is later.

28.2 Notice, statements and other communications sent by Makoni to the contractor at his specified address through registered post/ email / fax shall be deemed to be delivered to the contractor

29. APPLICATION

These general conditions shall apply to the extent that provision in other parts of the contract do not supersede them

30 PAYMENTS TERMS

30.1 70% amount of the work value shall be paid after installation and commissioning of the Solar Systems at site.

30.2 20% amount of the work value shall be paid after 3 months from the date of installation and commissioning of Solar Systems at site. Security money deposited by the contractor at the time of signing of agreement will also be released at this stage

30.3 Balance 10% of the contractor value shall be treated as performance and maintenance of the Solar System during warrantee period. This amount shall be paid in 5 equal annual installments, starting from completion of one year from the date of installation at site.

Note

1. No price escalation due to any reason (including any change in the applicable taxes , duties , surcharge etc.) shall be considered by Makoni during the validity / extended validity of the contract agreement
2. All the bank guarantees should be made from nationalized bank

PART 4
GENERAL TECHNICAL
SPECIFICATIONS

GENERAL TECHNICAL SPECIFICATIONS

DEFINITION

A standalone solar photovoltaic street lighting system (SLS) is an outdoor lighting unit used for illuminating a street or an open area. The Solar Lighting System consists of solar photovoltaic (SPV) module mounting pole including hardware and battery box. The luminaire is based on white Light Emitting Diode (w-led), a solid state device which emits light when electric current passes through it. The luminaire is mounted on the pole at a suitable angle to maximize illumination on the ground. The PV module is placed at the top of the pole at an angle facing south so that it receives solar radiation throughout the day, without any shadow falling on it. A battery is placed in a box attached to the pole or in any optional advanced position to minimize losses through theft.

Electricity generated by the PV module charges the battery during the day time which powers the luminaire from dusk to dawn. The system lights at dusk and switches off at dawn automatically.

BROAD PERFORMANCE SPECIFICATIONS

PV Module	40 Wp UNDER STC
Battery	Lead acid Tubular GEL/VRLA/Lithium 12V-40 AH @C/10 MNRE Approved make)
Light Source	White Light Emitting Diode (W-LED)
Light Out put	Minimum 15 Lux when measured at the periphery of 4 meter Diameter from a height of 4 meter. The illumination should be uniform without dark bands or abrupt variations, and soothing to the eye. Higher Light output will be preferred
Mounting of Light	Minimum 4 meter pole mounted
Electronics Efficiency	Minimum 85% total
Duty Cycle	Dusk to dawn. The system should automatically switch is ON at dusk , operate throughout the night and automatically switch is OFF at the dawn
Autonomy	3 days or Minimum 42 Operating hours per permissible discharge

TECHNICAL DETAILS

PV MODULE

- (i) Indigenously manufactured PV module should be used or ZERA approved authority
- (ii) The PV module should have crystalline silicon solar cells and must have a certificate of testing conforming to IEC 61215 editions II/ BIS 14286 from an NABL or IECQ accredited Laboratory.
- (iii) The power output of the module (s) under STC should be a minimum of 40 Wp at a load voltage * of 16.4+ 0.2 V

- (iv) The open circuit voltage * of the PV module under STC should be at least 21.0 Volts
- (v) The module efficiency should not be less than 12%
- (vi) The terminal box on the module should have a provision for opening it for replacing the cable if required
- (vii) Each PV module must use a RF identification tag (RFID inside the module laminate) which must contain the following information :
 - (i) Name of the manufacturer of PV Module
 - (ii) Model or Type Number
 - (iii) Serial Number
 - (iv) Month and year of the manufacture
 - (v) I-V curve for the module
 - (vi) Peak Wattage of the module at 16.4 volts
 - (vii) I_m , V_m and FF for the module
 - (viii) Unique Serial number and model number of the module

(g) A distinctive serial number starting with **NSM/UREDA /LED-SSL/2015-16** will be engraved on the frame of the module or screen printed on the tedlar sheet of the module

BATTERY

- i) Battery shall be flooded electrolyte Tubular Lead Acid, Low Maintenance type with low antimony lead alloy plates and ceramic vent plugs. The batteries should conform to IS 1651 / IS 13369 a copy of the relevant test certificate for the battery should be furnished. The battery reputed **make or similar approved**, shall only be used
- ii) The battery will have a minimum rating of 12V ,40 AH at C/10 discharge rate
- iii) 75% of the rated capacity of the battery should be between fully charged and load cut off conditions
- iv) Battery should conform to the latest BIS/ International standards

LIGHT SOURCE

- (i) The light source will be a white LED type
- (ii) The colour temperature of white LED used in the system should be in the range of 5500K- 6500K
- (iii) W-LED s should not emit ultra violet light
- (iv) The light output from the white LEDC light source should be constant throughout the duty cycle.
- (v) The lamps should be housed in an assembly suitable for outdoor use.

- (vi) The temperature of heat sink should not increase more than 20⁰C above ambient temperature during the dusk to dawn operation.
- (vii) High power LED of minimum 1 watt each capacity capable to withstand maximum 1 amp driving current having lens greater than 120degree shall be used. The LED of CREE/NICHIA /OSRAM/PHILIPS LUMILEDS/LEDNIUM/SCHREDER Make or equivalent (Having LM79 and LM 80 test report) shall only be used.

ELECTRONICS

- (i) The total electronic efficiency should be at least 85%
- (ii) Electronics should operate at 12V and should have temperature compensation for proper charging of the battery throughout the year
- (iii) No Load current consumption should be less than 20m A
- (iv) The PV module itself should be used to sense the ambient light level for switching ON and OFF the lamp
- (v) The PCB containing the electronics should be capable of solder free installation and replacement
- (vi) Necessary lengths of wires/cables , switches suitable for DC use and fuses should be provided

ELECTRONIC PROTECTIONS

- (I) Adequate protection is to be incorporated under “No Load “ conditions e.g. when the lamp is removed and the system is switched ON
- (II) The system should have protection against battery overcharged and deep discharge conditions
- (III) Fuse should be provided to protect against short circuit conditions
- (IV) Protection for reverse flow of current through the PV module (s) should be provided
- (V) Electronics should have temperature compensation for proper charging of the battery throughout the year.
- (VI) Adequate protection should be provided against battery reverse polarity.
- (VII) Load reconnect should be provide at 80% of the battery capacity status

MECHANICAL COMPONENTS

- (i) A corrosion resistant frame structure should be fixed on the pole to hold the SPV module.
- (ii) The frame structure should have provision to adjust its angle of inclination to the horizontal between 0 and 45, so that the module can be oriented at the specified tilt angle.
- (iii) The pole should be made of Galvanized Iron GI pipe B Class 2^{1/2} inch dia & 3.24 MM thickness

- (iv) The height of the pole should be 4 metres above the ground level, after 1 metres grouting with PCC 1:2:4 periphery 30cm and final installation
- (v) The store should have provision to hold the luminaire
- (vi) The lamp housing should be water proof and should be painted with a corrosion resistant paint.
- (vii) A vented , acid proof and corrosion resistant metallic / Poly propylene co –poly mer ultra violet stabilized plastic box with a locking arrangement for outdoor use should be provided for housing the battery
- (viii) Provision for clamping the battery box with pole on an angle iron frame at more than 10 feet height must be made for safety of the battery

INDICATORS

The system should have indicators, green and red. The green indicator should indicator the charging under progress and should glow only when the charging is taking place. It should stop glowing when the battery is fully charged .Red indicator should indicate the battery Load Cut Off condition

WARRANTEE

- (I) The complete Sola Street Light (including Battery) and overall workmanship must be warranted against any manufacturing /design/supply installation defects for a minimum period of 5 years from the date of installation.
- (II) PV module used in LED Based Solar Street Lights must be warranted for their output peak watt capacity , which should not be less than 90% at the end of 10 years and 80% at the end of 25 years
- (III) The Warrantee Card to be supplied with the Solar Street Light must contain the details of the system supplied, as given in the Annexure -1. The manufactures can provide additional information about the system and conditions of warranty as necessary.
- (IV) During the 5 year warrantee and comprehensive AMC period, ZERA Makoni users will have all the rights to cross check the performance of the LED Based Solar Street Light. Makoni may carry out the frequent inspections of the LED Based Solar Street Lights erected and randomly pick up to get them test at Govt. ZERA approved any test center. If during such tests LED Based Solar Street Light or its any component is not r found as per the specified technical parameters , Makoni will take the necessary action to recover the loses and to backlist the same may be communicated to ZERA and other nodal agencies. The decision of Makoni in this regard will be final and binding on the tenderer.

OPERATION & MAINTANACE MANUAL

An Operation, Instruction and Maintenance Manual, in English should be provided with the Solar Street Lighting System. The following minimum details must be provided in the Manual

- ❖ Basic principal of Photovoltaic

- ❖ A small write-up (with a block diagram) ON Solar Street Lighting System-its components, PV module, battery, electronics and luminaire and expected performance.
- ❖ Type, Model number, Voltage & capacity of the battery, used in the system.
- ❖ The make, module number, country of origin and technical characteristics (including LM 79 AND LM-80 report) of W-LEDs used in the lighting system.
- ❖ About Charging and Significance of indicators.
- ❖ Clear instructions about erection of pole and mounting of PV module (s) and lamp housing assembly on the pole.
- ❖ Clear instruction on regular maintenance and troubleshooting of the Solar Street Lighting System.
- ❖ Do's and DON'T's

Name and address of the contact person for repair and maintenance in case of non-functionality of the solar street lighting system.

TEST REPORTS

Tenderer must have valid test report of LED Based Solar Street Lighting from any ZERA approved test centres fulfilling guidelines of ZERA. The validity of test report will be two (2) years from date of issue provided that the solar PV modules qualify the IEC / equivalent BIS Standards as specified in JNNSM.

OTHER FEATURES

I) there will be a Name Plate on the Battery Box of every system which will give:

- a) Name of the manufacture or distinctive Logo.
- b) Serial Number Starting with Makoni / LED-SSL /Month & year of installation

(ii) Components and parts use in the solar street lighting systems should conform to the latest BIS/IEC specifications, wherever such specifications are available and applicable.

(III) The supplier must fulfil all the technical & other requirements as per provisions under JNNSM.

(iv)Only indigenously manufactured LED Based Solar Street Lights which fully conform to the ZERA specifications shall be procured. Fully imported LED Based Solar Street Lights shall not be procured. However use of imported components (Excluding PV Module) would be permitted in the manufacturing of LED Based Solar Street Lights, subjected to adequate disclosure and compliance to specified quality norms and standard

PART 5
SCOPE OF WORK

PART -5

SCOPE OF WORK

The scope of work shall include Supply Erection & Commissioning of LED Based Solar Street Lights at various Locations in District Makoni of Manicaland including 5 Years Warrantee in accordance with the technical specifications and other terms and conditions of the contract.

1 SUPPLY, ERECTION, COMMISSIONING

- 1.1 The contractor shall have to supply 20 LED Based Solar Street (as per technical specifications, terms & conditions specified in the tender document) in Nyazura and Headlands District Makoni Manicaland.
- 1.2 Proper storage of LED Based Solar Street lights before erection shall be the responsibility of the contractor.
- 1.3 Proper erection of the LED based Solar Street Lights in the Townships shall be done by the contractor. The Townships details of the locations for erection of LED based Solar Street Lights shall be provided by the concerned Engineering Office of Makoni
- 1.4 After erection, the contractor shall prepare a satisfactory erection and functionality report of the LED based Solar Street Lights and submit it to the district level office of Makoni. The format for this report is enclosed at Annexure 11

2 WARRANTE

- 2.1 The Warrantee period for complete LED Based Solar Street Light (including battery) against any manufacturing / design/ erection defects and overall workmanship shall be minimum 5 years from the date of installation at site
- 2.2 Rectification of all the defects development in the LED based Solar Street Lights during Warrantee period shall have to be done by the contractor promptly at the most within 15 days from the date of receipt of compliant. This will rectification / replacement of all the
- 2.3 PV modules used in LED based Solar Street Lights shall be warranted by the contractor for their out peak watt capacity , which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
- 2.4 Replacement of any component broken or lost due to theft or natural calamity shall not be the responsibility of the contractor. Any damaged or broken components due to negligence or fault of beneficiary or natural calamity shall be replaced at the users cost. The safety and security of LED based Solar Street Lights shall be sole responsibility of the users
- 2.5 All the non-functional parts /materials /items replaced during Warrantee period shall be the property of the contractor

2.6 During Warrantee period, the contractor shall have to submit township wise certificates regarding functionality of at least 90% of the erected LED based Solar Street Lights to the concerned district level of Makoni. These certificates shall be taken by the contractor from the concerned H.OD after every year from the date of erection of systems in the township

3. ESTABLISHMENT OF SERVICE CENTER

3.1 The contractor will have established service centers in the district /Province for the timely maintenance of the LED based Solar Street Lights. Consumable parts (charge controller, inverter, tube, switches, fuse, tube holders etc. should be maintained at the service centers as spare parts for carrying out the proper maintenance of the LED based Solar Street Lights. This shall be at least for 2% of the number of LED based Solar Street Lights erected in the concerned block.

3.2 Training of at least one local person in every township shall be mandatory for attending the routine maintenance works promptly. Township wise list of the trained persons shall have to be submitted by the contractor to the district level officer of Makoni.

PART -6
TECHNICAL BID

PART-6
TECHNICAL BID

Tender Notice No. Makoni RDC Tender

**Name of work: Supply, Erection & Commissioning of LED based Solar Street Lights at
Headlands and Nyazura including 5 Year Warrantee**

NAME OF COMPONENT	Proposed Specification /Guaranteed values
SPV MODULE	
Manufacturer of Solar Cell	
Material Structure of Solar Cell	
Manufacturer of Module (as per test report)	
VOC	
ISC	
Vmax	
Imax	
Minimum Power at Vmax	
Fill Factor	
Cell efficiency	
BATTERY	
Make (as per test report)	
Type	
Capacity	
Rating at C/10	
Ampere hour efficiency	

Watt hour efficiency	
BALANCE OF SYSTEM	
A) LAMP	
Lamp Make (as per test report)	
Lumen output	
B) ELECTRONIC	
Output Voltage Vmax	
Max. Current consumption	
No load current	
Frequency	
Wave form	
Low voltage cut off	
Load reconnect voltage	
Total Power Consumption	

(Signature of Tender)

DETAILS OF EXPERIENCE

Please fill in information about Systems installed in the last three years

Details	Year					
	2014-15		2015-16		2016-17	
	Quantity in Nos.	Cumulative Capacity in KW	Quantity in Nos.	Cumulative Capacity in KW	Quantity in Nos.	Cumulative Capacity in KW
Solar Lanterns						
Solar Home Lights						
LED based Solar Street Lights						
PV Power Plants						
Other Systems (Specify) 1. 2. 3. 4.						
Total capacity in KW						
Total contract amount						

(Signature of Tenderer)

Seal

NOTE: Completion certificates and satisfactory performance reports from the users regarding experience should compulsorily be attached with the tender document as documentary proof. Makoni rdc may cross the authenticity of the attachments with issuing authority.

Details of Sale /Service Centers

Manicaland

S.N.	Name of District	Details of Sales /Services Centers with contact Nos
1.	Makoni	

Outside Manicaland /Zimbabwe

S.N	Name of State	Details of Sale /Service Centers with contact Nos
1.		
2.		
3.		
4.		
5.		
6		
7.		
8.		

Signature and Seal of the Tenderer

PART-7
FINANCIAL BID

PART-7

FINANCIAL BID

Tender Notice No. Makoni RDC Tender

Name of work: Supply, Erection & Commissioning of LED based Solar Street Lights at Headlands and Nyazura including 5 Year Warrantee

<u>Sl. No</u>	<u>Item</u>	<u>Rate per system</u>	
		In Figures	In words
	Supply , Erection & Commissioning of LED based Solar Street Lights at Various Locations in District of Makoni including 5 years Warrantee (Rates are in accordance with various terms and conditions , specifications and scope of work and are inclusive of all taxes and duties whatsoever.		

Signature of Tenderer
Seal

FORMAT FOR BANK GUARANTEE FOR-EARNEST MONEY DEPOSIT

This deed of Guarantee made on day of Month and Year by Name and Address of the bank (hereinafter called the GUARANTOR) on the one part, on behalf of M/s Name & Address of the firm (hereinafter called the Firm) in favour of the Project Officer , Makoni Renewable Energy Development Agency , Manicaland (hereinafter called Makoni) on the part , on the following terms and conditions.

Whereas the Firm is submitting its tender for Name of the work and this guarantee is being made for the purpose of submission of Earnest money deposit with the tender document.

Know all people by these presents that the GUARANTOR , hereby undertake to indemnify and keep Makoni indemnified up to the extent of Rs..... During the validity of this bank guarantee and authorize Makoni to recover the same directly from the GUARANTOR. This bank guarantee herein contained shall remain in full force and effect till the expiry of its validity or till any extended period (if extended by the bank on receiving instructions form FIRM). The liability under the guarantee shall be binding on the GUARANTOR or its successors.

Whereas the GUARANTOR further agrees that their liability under this guarantee shall not be affected by any reason of any change in the offer or its terms and conditions between the FIRM and Makoni with or without the consent or knowledge of the GUARANTOR.

Whereas the GUARANTOR further agrees to pay guaranteed amount hereby under or part thereof, on receipt of first written demand whenever placed by Makoni during the currency period of this guarantee. The GUARANTOR shall pay Makoni immediately without any question, demure, reservation or correspondence.

Whereas the GUARANTOR hereby agrees not to revoke this guarantee bond during its currency period except with the previous of Makoni in writing.

Notwithstanding anything contained herein

- 1 Our liability under this bank guarantee shall not exceed Rs.....
- 2 This Bank guarantee shall be valid up to
- 3 We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only against the written claim or demand on or before

Sealed with the common seal of the bank on this Day of Month and Year

Witness

1.....

Signature seal of the bank

2.....

Check List for various Enclosures
Submit scanned Copies of following documents

1	Earnest money deposit (FDR/CDR/Bank guarantee) and Cost of tender Document (Demanded Draft)
2	Notified affidavits on Rs 100/-non-judicial stamp paper as per page 9 of tender
3	Written power of attorney to sig /submit the tender
4	Registration Certificate of Firm
5	Partnership deed (if Applicable)
6	Sales tax Registration , VAT etc
7	PAN Details
8	Balance sheets for 2011-12, 2012-13 and 2013-14 & Certificate from CA regarding average
9	Details regarding plant and manufacturing capacity of the bidder and Certificate regarding quality assurance system (ISO etc.)
10	Details regarding experience and Details regarding sales/ services setup (on the prescribed Performa)
11	Completion and satisfactory performance reports from the users regarding experience
12	Test Certificate of PV module conforming to specified IEC/ BIS Code and Test Certificate of Complete System from any MNRE approved test center
13	Other Document which the bidder wants to enclose (please specify)