



भारतीय रिज़र्व बैंक / Reserve Bank of India
संपदा विभाग/ Estate Department
अहमदाबाद /Ahmedabad

NOTICE INVITING TENDER (NIT)

(Only through e-procurement)

SCHEDULE OF TENDER (SOT)

Design, Supply, Installation, Testing and Commissioning of solar photo voltaic (SPV) based 20 kWp grid interactive solar power plant at Bank's "PARAG" colony in Navrangpura, Ahmedabad

Reserve Bank of India, Ahmedabad (the Bank) invites e-tender from eligible and willing firms for undertaking "Design, Supply, Installation, Testing and Commissioning of solar photo voltaic (SPV) based 20 kWp grid interactive solar power plant at Bank's "PARAG" colony in Navrangpura, Ahmedabad". The work is estimated to cost ₹8.60 Lakh /- (including GST) only.

2. It is an open e-tender. Only those interested and eligible firms, which are registered on CPPP portal will be able to take part in the tender process. The tender document is available on website www.rbi.org.in for download.

3. E-Tender shall be submitted online in two parts. Part-I of the e-tender will contain the Bank's standard technical and commercial conditions for the proposed work, which must be agreed to by the tenderers. Part-II of the e-tender will contain the Bank's schedule of quantities and tenderer's price bid to be submitted online.

4. The firms fulfilling the eligibility criteria and desirous of being considered for award of the work should upload all the required documents at CPPP portal (<https://etenders.gov.in/eprocure/app>)

5. Part-I of the e-tender will be opened on October 13, 2026 at 03:30 PM on <https://etenders.gov.in/eprocure/app>. The timeline of the tender is as follows:

A	E-Tender No.	RBI/AHMEDABAD/ESTATE/N/26-27/1
B	Mode of Tender	Online through https://etenders.gov.in/eprocure/app
C	Estimated Cost	₹8,60,000/- (Rupees eight lakhs sixty thousand only)
D	Date of availability of E-Tender Document for download on CPPP	August 31, 2026, from 05:00 PM onwards
E	Earnest Money Deposit (Only through NEFT)	₹17,200.00 (Rs. Seventeen Thousand two hundred only) by NEFT to Beneficiary Name: RBI Ahmedabad Beneficiary A/c No: 186003001 IFSC: RBIS0AHPA01 (5th and 10th being zero) Note: Kindly mention your name/ company name in the NEFT Transaction remarks.
F	<u>Date and time of pre-bid meeting</u>	September 28, 2026 (Monday) at 11:00 AM at 4 th Floor, Estate Department, Main office Building, RBI, Ahmedabad
G	<u>Starting date of e-tender for submission of Part-I (Techno-Commercial Bid) and Part-II (Price</u>	September 30, 2026, from 05:00 PM onwards

	Bid) at https://etenders.gov.in/eprocure/app	
H	Last date of submission of EMD	October 11, 2026
I	Closing Date of e-tender for submission of Techno-Commercial Bid & Price Bid	October 12, 2026 (till 3:00 PM)
J	a. Date and Time of opening of Part-I (Techno-Commercial Bid) b. Date of opening of Part II (Price Bid)	October 13, 2026 at 3:30 PM After review of the documents uploaded in Part I, Part II will be opened only for those bidders who are found acceptable after scrutiny of the documents uploaded along with Part I which will be communicated to bidders through email/letter.
K	Transaction fee	Payment of transaction fee through CPPP payment gateway / NEFT in favour of CPPP.

All interested companies/agencies/ firms must register themselves with CPPP portal. Through the above-mentioned website to participate in the tendering process. Please also note that further Addendum / corrigendum will be published only on RBI website and CPPP portal.

The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank reserves the right to reject any tender or all tenders without assigning any reason.

Regional Director
Reserve Bank of India, Ahmedabad



भारतीय रिज़र्व बैंक / Reserve Bank of India
सम्पदा विभाग / Estate Department
अहमदाबाद / Ahmedabad

भारतीय रिज़र्व बैंक, अहमदाबाद के नवरंगपुरा में बैंक की "पराग" कॉलोनी में सोलर फोटो वोल्टाइक आधारित 20 KWp के ग्रिड इंटरैक्टिव सौर ऊर्जा संयंत्र के डिज़ाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के कार्य हेतु ई-निविदा

Tender for Design, Supply, Installation, Testing and Commissioning of solar photo voltaic (SPV) based 20 kWp grid interactive solar power plant at Bank's "PARAG" colony in Navrangpura, Ahmedabad

e-Tender No: RBI/AHMEDABAD/ESTATE/N/26-27/1

(भाग I तकनीकी-वाणिज्यिक बोली) / (Part-I Techno-commercial Bid)

बोलीदाता का नाम: _____
पता: _____
ईमेल: _____
दूरभाष: _____

बोली पूर्व बैठक का समय एवं स्थान	28 सितम्बर 2026 को सुबह 11:00 बजे स्थान : संपदा विभाग, चतुर्थ तल, मुख्य कार्यालय भवन, भारतीय रिज़र्व बैंक, अहमदाबाद
बोली प्रस्तुत करने की अंतिम तिथि:	
निविदा का भाग I अर्थात तकनीकी-वाणिज्यिक बोली खोलने की तिथि:	

Note: This is an-e tender. Hence, signed & scanned Part I must be uploaded to CPPP website. Part II/price bid will be directly filled at the CPPP site.

Bidder/Contractor/Tenderer means those who are participating in the tendering process. Successful bidder/contractor/Tenders mean who quote Lowest rates after evaluating the Part I and Part II of tender.

अस्वीकरण / DISCLAIMER

भारतीय रिज़र्व बैंक, सम्पदा विभाग, अहमदाबाद ने इच्छुक पक्षों को कार्य की पृष्ठभूमि की जानकारी देने के लिए यह दस्तावेज़ तैयार किया है। जबकि भारतीय रिज़र्व बैंक ने इसमें निहित जानकारी को तैयार करने में उचित सावधानी बरती है और इसे सटीक मानते हैं, न तो भारतीय रिज़र्व बैंक और न ही इसके किसी भी प्राधिकरण या एजेंसियों और न ही उनके संबन्धित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों में से कोई भी इस दस्तावेज़ में निहित जानकारी की पूर्णता या सटीकता के संबंध में कोई वारंटी या नुमाइंदगी, व्यक्त या निहित प्रदान करता है।

Reserve Bank of India, Estate Department, Ahmedabad, has prepared this document to give background information on the work to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be accurate, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

इस दस्तावेज़ का प्रयोजन सम्पूर्ण जानकारी प्रदान करने का नहीं है। इच्छुक पार्टियों से अपनी स्वयं से पूछताछ करना अपेक्षित है। इस ई-निविदा के प्रत्यर्थी को अपनी स्वयं की पूछताछ करने की आवश्यकता है और उन्हें केवल खाली ई-निविदा दस्तावेज़ों / फार्मों में निहित जानकारी पर भरोसा नहीं करना चाहिए। यदि उत्तरदाताओं द्वारा सम्यक उद्यम का पालन नहीं किया जाता है तो भारतीय रिज़र्व बैंक ज़िम्मेदार नहीं होगा।

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries. Respondents to this tender are required to make their own inquiries and they should not rely solely on the information contained in the blank tender documents / forms. The Reserve Bank of India is not responsible if no due diligence is performed by the Respondents.

यह जानकारी इस आधार पर प्रदान की जाती है कि यह भारतीय रिज़र्व बैंक या इसके किसी भी प्राधिकरण या एजेंसियों या उनके संबन्धित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों पर बाध्यकारी नहीं है।

The information is provided on the basis that it is non-binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

भारतीय रिज़र्व बैंक परियोजना के साथ आगे बढ़ने या परियोजना के विन्यास को बदलने, इस दस्तावेज़ में परिलक्षित समय सारिणी को बदलने या लागू होने वाली प्रक्रिया को बदलने का अधिकार सुरक्षित रखता है। यह रुचि व्यक्त करने वाले किसी भी पक्ष के साथ मामले पर आगे चर्चा करने से इनकार करने का अधिकार भी सुरक्षित रखता है। रुचि व्यक्त करने वाले व्यक्तियों या संस्थाओं को किसी भी प्रकार की लागत की प्रतिपूर्ति का भुगतान नहीं किया जाएगा।

Reserve Bank of India reserves the right not to proceed with the Project or to change the configuration of the Project, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

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भारतीय रिज़र्व बैंक / Reserve Bank of India
सम्पदा विभाग / Estate Department
अहमदाबाद / Ahmedabad

E-Tender Notice

भारतीय रिज़र्व बैंक, अहमदाबाद के नवरंगपुरा में बैंक की "पराग" कॉलोनी में सोलर फोटो वोल्टाइक आधारित 20 KWp के ग्रिड इंटरैक्टिव सौर ऊर्जा संयंत्र के डिज़ाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग का कार्य

1. भारतीय रिज़र्व बैंक, अहमदाबाद अपने "पराग" कॉलोनी में सोलर फोटो वोल्टाइक आधारित 20 **KWp** के ग्रिड इंटरैक्टिव सौर ऊर्जा संयंत्र के डिज़ाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के कार्य के लिए पात्र एवं इच्छुक फ़र्मों से ई-निविदाएँ आमंत्रित करता है। कार्य की अनुमानित लागत ₹8,60,000/- मात्र (जी.एस.टी सहित) है।
2. यह एक खुली ई-निविदा है। केवल वे इच्छुक एवं पात्र फ़र्मों जो कि CPPP पोर्टल पर पंजीकृत हैं, ई- निविदा प्रक्रिया में भाग ले सकेंगी। निविदा दस्तावेज़ वेबसाइट www.rbi.org.in पर डाउनलोड के लिए उपलब्ध हैं।
3. निविदा दो भागों में ऑनलाइन प्रस्तुत की जाएगी। निविदा के भाग - I में प्रस्तावित कार्य के लिए बैंक की मानक तकनीकी और वाणिज्यिक शर्तें होंगी, जिनपर निविदाकर्ता को सहमत होना होगा। ई-निविदा के भाग- II में बैंक की मात्राओं की अनुसूची निर्धारित की जाएगी और निविदाकर्ता द्वारा मूल्य बोली ऑनलाइन प्रस्तुत की जाएगी।
4. पात्रता मानदंड को पूरा करने वाली फ़र्मों और कार्य के आवंटन के लिए विचार किए जाने की इच्छुक निविदाकर्ता को पूर्वाह्न बजे तक या उससे पहले सभी आवश्यक दस्तावेज़ों को CPPP (<https://etenders.gov.in/eprocure/app>) पर अपलोड करना होगा।
5. निविदा के भाग-I को 11 अक्टूबर 2026 को दोपहर 03:30 बजे CPPP portal पर खोला जाएगा। निविदा की समय-सारणी निम्नानुसार है:-

(क)	ई-निविदा सं	RBI/AHMEDABAD/ESTATE/N/26-27/1
(ख)	निविदा प्रणाली	ई-प्रापण प्रणाली (ऑनलाईन) https://etenders.gov.in/eprocure/app
(ग)	अनुमानित लागत	₹8,60,000/- (रुपये आठ लाख साठ हज़ार मात्र)
(घ)	निविदा दस्तावेज़ बैंक की वेबसाइट से डाउनलोड करने की प्रारम्भिक तिथि	31 अगस्त 2026 को शाम 05:00 बजे From CPPP (https://etenders.gov.in/eprocure/app)
(ङ)	बयाना राशि (केवल NEFT के माध्यम से)	₹17,200/- (रुपये सतरह हज़ार दो सौ मात्र) लाभार्थी का नाम- भारतीय रिज़र्व बैंक खाता संख्या: 186003001 IFSC Code: RBIS0AHPA01 (पांचवा और दसवां अंक शून्य है)

		नोट: कृपया एनईएफटी लेनदेन टिप्पणियों में अपना नाम/कंपनी का नाम बताएं।
(च)	बोली पूर्व बैठक की तिथि एवं समय	28 सितम्बर 2026 को सुबह 11:00 बजे स्थान : संपदा विभाग, चतुर्थ तल, मुख्य कार्यालय भवन, भारतीय रिज़र्व बैंक, अहमदाबाद
(छ)	https://etenders.gov.in/eprocure/app पर ई-निविदा (तकनीकी-वाणिज्यिक बोली और मूल्य बोली) प्रारंभ होने की तिथि	30, सितम्बर 2026, शाम 05:00 बजे से
(ज)	बयाना राशि जमा करने की अंतिम तिथि	11 अक्टूबर 2026
(झ)	ई-निविदा (तकनीकी-वाणिज्यिक बोली एवं मूल्य बोली) बंद होने की तिथि	12 अक्टूबर 2026 दोपहर 03:00 बजे तक
(ञ)	i) ई-निविदा का भाग – I (तकनीकी-वाणिज्यिक बोली) खोलने की तिथि ii) भाग II – (मूल्य बोली) खोलने की तिथि	13 अक्टूबर 2026 दोपहर 03:30 बजे भाग I में अपलोड किए गए दस्तावेजों की समीक्षा के बाद भाग II केवल उन्हीं बोलीदाताओं का खोला जाएगा, जिनके भाग I के साथ अपलोड किए गए दस्तावेजों की जांच के पश्चात स्वीकार्य पाया जाएगा जिसकी सूचना पात्र बोलीदाताओं को ईमेल/पत्र के माध्यम से अलग से दी जाएगी।
(ट)	अंतरण फीस	अंतरण फीस का भुगतान CPPP भुगतान गेटवे / एनईएफटी/ आरटीजीएस के माध्यम से एमएसटीसी लिमिटेड के पक्ष में किया जाएगा

सभी इच्छुक कंपनियों / एजेंसियों / फर्मों को CPPP (<https://etenders.gov.in/eprocure/app>) के माध्यम से उपर्युक्त वेबसाइट के द्वारा निविदा प्रक्रिया में भाग लेने के लिए अपना पंजीकरण कराना होगा। कृपया यह भी ध्यान दें आगे का परिशिष्ट केवल भारतीय रिज़र्व बैंक की वेबसाइट और CPPP वेबसाइट पर प्रकाशित किया जाएगा। बैंक सबसे कम निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक को बिना कोई कारण बताए किसी भी निविदा या सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित है।

क्षेत्रीय निदेशक
भारतीय रिज़र्व बैंक, अहमदाबाद



भारतीय रिज़र्व बैंक / Reserve Bank of India
सम्पदा विभाग / Estate Department
अहमदाबाद / Ahmedabad

E-Tender Notice

Design, Supply, Installation, Testing and Commissioning of solar photo voltaic (SPV) based 20 kWp grid interactive solar power plant at Bank's "PARAG" colony in Navrangpura, Ahmedabad

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2. It is an open e-tender. Only those interested and eligible firms, which are registered on CPPP portal will be able to take part in the tender process. The tender document is available on website www.rbi.org.in for download.
3. E-Tender shall be submitted online in two parts. Part-I of the e-tender will contain the Bank's standard technical and commercial conditions for the proposed work, which must be agreed to by the tenderers. Part-II of the e-tender will contain the Bank's schedule of quantities and tenderer's price bid to be submitted online.
4. The firms fulfilling the eligibility criteria and desirous of being considered for award of the work should upload all the required documents at CPPP portal (<https://etenders.gov.in/e procure/app>)
5. Part-I of the e-tender will be opened on October 13, 2026, at 03:30 PM on <https://etenders.gov.in/e procure/app> The timeline of the tender is as follows:

A	E-Tender No.	RBI/AHMEDABAD/ESTATE/N/26-27/1
B	Mode of Tender	Online through https://etenders.gov.in/e procure/app
C	Estimated Cost	₹8,60,000/- (Rupees eight lakhs sixty thousand only)
D	Date of availability of E-Tender Document for download on CPPP	August 31, 2026, from 05:00 PM onwards
E	Earnest Money Deposit (Only through NEFT)	₹17,200.00 (Rs. Seventeen Thousand two hundred only) by NEFT to Beneficiary Name: RBI Ahmedabad

		Beneficiary A/c No: 186003001 IFSC: RBIS0AHPA01 (5th and 10th being zero) Note: Kindly mention your name/ company name in the NEFT Transaction remarks.
F	<u>Date and time of pre-bid meeting</u>	September 28, 2026 (Monday) at 11:00 AM at 4 th Floor, Estate Department, Main office Building, RBI, Ahmedabad
G	<u>Starting date of e-tender for submission of Part-I (Techno-Commercial Bid) and Part-II (Price Bid) at https://etenders.gov.in/eprocure/app</u>	September 30, 2026, from 05:00 PM onwards
H	<u>Last date of submission of EMD</u>	October 11, 2026
I	<u>Closing Date of e-tender for submission of Techno-Commercial Bid & Price Bid</u>	October 12, 2026 (till 3:00 PM)
J	a.Date and Time of opening of Part-I (Techno-Commercial Bid) b.Date of opening of Part II (Price Bid)	October 13, 2026 at 3:30 PM After review of the documents uploaded in Part I, Part II will be opened only for those bidders who are found acceptable after scrutiny pf the documents uploaded along with Part I which will be communicated to bidders through email/letter.
K	Transaction fee	Payment of transaction fee through CPPP payment gateway / NEFT in favour of CPPP.

All interested companies/agencies/ firms must register themselves with CPPP portal.

Through the above-mentioned website to participate in the tendering process. Please also note that further Addendum / corrigendum will be published only on RBI website and CPPP portal

The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank reserves the right to reject any tender or all tenders without assigning any reason.

Regional Director
Reserve Bank of India, Ahmedabad



ई-निविदा की अनुसूची

1. ई-निविदा नंबर	RBI/AHMEDABAD/ESTATE/N/26-27/1
2. कार्य का विवरण	भारतीय रिज़र्व बैंक, अहमदाबाद के नवरंगपुरा में बैंक की "पराग" कॉलोनी में सोलर फोटो वोल्टाइक आधारित 20 KWp के ग्रिड इंटरैक्टिव सौर ऊर्जा संयंत्र के डिज़ाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के कार्य
3. ई-निविदा का प्रकार	ई-प्रापण प्रणाली (ऑनलाइन) (https://etenders.gov.in/eprocure/app)
4. वेबसाइट पर ई-निविदा शुरू होने की तिथि उपलब्ध NIT की तारीख	31 अगस्त 2026 को शाम 05:00 बजे From CPPP
5. बोली पूर्व बैठक की तिथि एवं समय	28 सितम्बर 2026 को सुबह 11:00 बजे स्थान : संपदा विभाग, चतुर्थ तल, मुख्य कार्यालय भवन, भारतीय रिज़र्व बैंक, अहमदाबाद
6. अनुमानित लागत	8.60 Lakh (आठ लाख साठ हजार)
7. बयाना राशि (केवल NEFT के माध्यम से)	17,200.00 (सतरह हजार दो सौ)
8. बयाना राशि जमा करने की अंतिम तिथि	11 अक्टूबर 2026
9. परफॉर्मेंस बैंक गारंटी (PBG)	अनुबंध राशि का 5% .
10. काम शुरू करने के लिखित आदेश की तारीख से दसवें दिन से काम पूरा करने के लिए समय की अनुमति	60 दिन
11. ऑनलाइन ई-टेंडर शुरू होने की तारीख (टेक्नो-कमर्शियल बिड और फाइनेंशियल बिड जमा करने के लिए) https://etenders.gov.in/eprocure/app	30 सितम्बर 2026, शाम 05:00 बजे से
12. टेक्नो-कमर्शियल बोली और मूल्य बोली प्रस्तुत करने के लिए ऑनलाइन ई-निविदा के बंद होने की तिथि	12 अक्टूबर 2026 दोपहर 03:00 बजे तक
13. भाग-I (अर्थात टेक्नो-कमर्शियल बोली) के खुलने की तिथि और समय	13 अक्टूबर 2026 दोपहर 03:30 बजे
14. भाग-II (अर्थात मूल्य बोली) के खुलने की तिथि और समय	भाग I में अपलोड किए गए दस्तावेज़ों की समीक्षा के बाद भाग II केवल उन्हीं बोलीदाताओं का खोला जाएगा, जिनके भाग I के साथ अपलोड किए गए दस्तावेज़ों की जांच के पश्चात स्वीकार्य पाया जाएगा जिसकी सूचना पात्र बोलीदाताओं को ईमेल/पत्र के माध्यम से अलग से दी जाएगी।

Important instructions for e-Procurement

This is an e-procurement event of RBI. The e-procurement Service Provider/Contractor is the Central Public Procurement Portal (CPPP).
<https://etenders.gov.in/eprocure/app>

Process of E-tender: Bidder manual kit is available on home page.

Registration for new bidder: The process involves vendor's registration with CPP portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing and encryption type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. RBI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).
<https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>

For any technical related queries please call at 24 x 7 Help Desk Number

0120 - 4001 002

0120 - 4001 005

0120 - 4493 395

International Bidders are requested to prefix +91 as country code.

Email Support:

For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in

Policy Related - cppp-doe@nic.in

Contact person at RBI, Ahmedabad

Sl. No.	Contact Person	Email	Mobile
1	Pankaj Dandaliya	pdandaliya@rbi.org.in	9657002065
2	Ronak Thakkar	rthakkar@rbi.org.in	9033813875

You are requested to read and understand the Notice Inviting Tender and subsequent corrigenda if any, before submitting your online tender.

System Requirements:

Operating System	Window 7 and above, BOSS Linux
Java	Java 8 Update 161 (Recommended version – available under Downloads section)
Browser	Firefox Google Chrome Microsoft Edge
Digital Signature	Class 3 – Signature certificate Class 3 – Encipherment certificate
Internet Connectivity	Dedicated Internet Broadband Connection with minimum 1 MBPS speed and above
Others	MS Office, WinRAR, DSC Drivers, PDF Reader/ Creator

For details, vendor may refer to **Bidder manual kit, available on home page.**

<https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>

- The vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with the CPP portal. Vendors are also requested to ensure validity of their class III signing and encryption type of DSC (Digital Signature Certificate).
- All bidders are requested to get themselves registered well in advance and no extra time will be considered for submission of bids for delay in online vendor registration, if any.
- Bidders are requested to note that they should necessarily submit their financial bids in the format provided in e-tender website and no other format is acceptable. If the BOQ file is found to be modified by the bidder, the bid will be liable to be rejected.
- All costs towards participation in the Bid shall be borne by the bidder.
- E-tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).

Important Note

The rates are to be quoted Online. In the online price bid, due to number of words limitation of 1000 characters, complete description could not be accommodated, and description given thereof is brief. Before quoting rates online, all the contractors must read the complete details of each items given in the un-priced bill of quantities (BOQ) given in Part-I of the tender document. For execution and rate purpose, the details given in Unpriced Bill of Quantities in Part-I of the tender document will be implemented

Section I - Form of Tender

Place _____
Date _____

Regional Director
Reserve Bank of India
Estate Department
Ahmedabad-380009.

Madam,

We have carefully examined the specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and have visited and examined the installation site of the works specified in the said memorandum and have acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with specifications, designs and instructions in writing referred to in articles of agreement, general instructions to the tenderers and special conditions, conditions hereinbefore referred to, specifications, schedule of works, data sheet and schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable. Design, Supply, Installation, Testing and Commissioning of solar photo voltaic (SPV) based 20 kWp grid interactive solar power plant at Bank's "PARAG" colony in Navrangpura, Ahmedabad.

MEMORANDUM

(a)	Description of the work	Design, Supply, Installation, Testing and Commissioning of solar photo voltaic (SPV) based 20 kWp grid interactive solar power plant at Bank's "PARAG" colony in Navrangpura, Ahmedabad.
(b)	Estimated cost of the work	₹8.60 lakh (Rupees Eight Lakh Sixty Thousand only)

(c)	Earnest Money Deposit (EMD)	All the bidders shall deposit Earnest Money Deposit (EMD) equal to 2% of the total estimated cost of work i.e. ₹ 17,200/- (Rupees Seventeen Thousand Two Hundred only) through NEFT. Any tender submitted without prescribed EMD shall be null and void and shall not be opened. As per relevant clause of General Instructions to Contractors and Special Conditions. The firms having MSMEs Udyam Registration Number (Udyog Aadhar Memorandum Number) irrespective of the category are exempted for submission of EMD. However, to avail the same, the firms shall provide valid documentary proof on or before last date of submission of Part-I tender.
(d)	Performance Security	Successful tenderer shall submit Performance Security in the form of Bank Guarantee (Bank guarantee for security deposit) for a value equal to 5% of the contract capital cost. The Bank Guarantee against the security deposit for due fulfilment of contract shall be valid for the contract completion period up to the date of handing over of the solar power plant. (Refer to para 12.2.1 for details).
(e)	Time allowed for completion of work from tenth day after the date of letter advising acceptance of tender.	60 Days
(f)	Liquidated Damages	0.25% per week of the cost of work executed, subject to a maximum of 10% of the Contract amount

2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards **earnest money** valid during the entire period of validity of tender, as per enclosed proforma ([Annexure II](#)).
3. Should this Tender be accepted, we hereby agree to abide by and fulfil all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are

stipulated in the conditions contained in the tender together with the written acceptance of the Contract.

4. We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor.
5. The Tender is submitted in two parts. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated this _____ day of _____ 2026.

For and on behalf of M/s _____

(Signature with seal)

Name _____
Designation _____
Place _____
Date _____

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with
name, address and date

(2) Signature with
name, address and date

Section II
Instructions and General Conditions of Contract

1.0 Instructions to Tenderers

- 1.1.** E-tenders comprising duly filled in details of both Part I and Part II of the tender should be uploaded in CPPP portal under RBI Portal for the work of Design, Supply, Installation, Testing and Commissioning of solar photo voltaic (SPV) based 20 kWp grid interactive solar power plant at Bank's "PARAG" colony in Navrangpura, Ahmedabad.
- 1.2.** The work is estimated to cost **₹8.60 lakhs** and is to be completed within **2(two) months**.
- 1.3.** The tenderers are advised to submit the tender strictly based on the General Conditions of the Contract and Technical Specifications contained in the tender documents and not to stipulate any deviations.

1.4. Eligibility Criteria:

Intending tenderer should meet the following eligibility conditions to qualify for participation in the tender:

- (i) The intending bidder should have minimum 05 years of experience in the field of undertaking Design, supply, installation, testing and commissioning (DSITC) of SPV based grid interactive solar power plant for large office buildings/ institutional buildings/ commercial premises (work completed on or before August 31, 2021). A Work order of similar work issued/completed before August 31, 2021 to prove the experience of five years in this field is to be submitted.

And

- (ii) The tenderer should have executed and completed successfully similar work(s) of SITC of solar photo voltaic (SPV) based grid interactive solar power plant for large office buildings/ commercial premises/ residential premises/ industrial houses during last 5 years (works completed on or after August 01, 2021) individually costing as:

- a) Three works each costing not less than the amount equal to 40% of the estimated cost

OR

b) Two works each costing not less than the amount equal to 50% of the estimated cost

OR

c) One work costing not less than the amount equal to 80% of the estimated cost

(Similar work: Supply, Installation, Testing & Commissioning of grid interactive solar photo voltaic (SPV) based solar power plant)

And

(iii) The tenderer should have a minimum annual turnover of ₹8,60,000/- during the last 3 financial years supported by audited financial statements. Annual turnover certificate audited by CA may be submitted.

And

(iv) Bankers Certificate: The intending tenderer should furnish Banker's certificate issued by the respective banker for an amount equal to the estimated cost of the work ₹8,60,000/-.

Tenderers should upload the following documents in respect of fulfilling their eligibility with suitable file names as indicated. Further, the contractor should submit the original of the documents to the Bank when demanded to qualify for further tendering process.

a) Copies of detailed work order (as mentioned above) indicating scope and value of works for indicating the experience. The work orders for the purpose of eligibility should be in the name of the participating firm only. A Work order of similar work issued / completed before August 31, 2021 to prove the experience of five years in this field is to be submitted.

b) List of completed works with all the details as in the format of [Annexure-I](#).

c) **Client's Certificate (as per [Annexure-II](#))**: Completion certificate obtained from their clients for whom they have carried out "eligible works" in terms of the eligibility (Pre-qualification) criteria explained in this notice.

The client's certificate shall be accepted only when the same is signed by an official of the rank of Executive engineer/Superintendent Engineer or equivalent in respect of a Government/Semi Government organization or a PSU and they are supported by adequate **proof of payment received** by the contractor for the work done by him. The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source **(TDS) certificates**. The Bank shall have the right to independently verify these certificates.

d) Proof of remittance of EMD

- e) Banker's Certificate as per [Annexure-VI](#) from their banker/bankers. The certificates should be addressed to Regional Director, Estate Department, Reserve Bank of India, Ahmedabad
- f) Audited financial statement for last 3 years
- g) The particulars/Catalogues and the names of manufacturers of PV modules, inverter, other electrical switchgear and cables etc.
- h) Details of Bankers as per Annexure.
- i) Copy of Power of Attorney as per [Annexure-VII](#).
- j) Technical details of proposed system as per the data sheet in Section VII. Detailed specifications of each of the offered items such as SPVs, Arrays, PCUs, control panels, control & monitoring systems, cables etc. matching with the specifications contained under this contract along with manufacturer's catalogue / product brochure. If there are some variations in specifications and dimensions of the equipment / products as contained under the manufacturer's catalogue / product brochures vis-a-vis those given under the specifications contained under this tender document, the specifications and dimensions given in this tender document shall prevail.
- k) Site Visit Declaration as per Annexure-XII.
- l) Certificate by the bidder regarding country sharing land border with India [Annexure-X](#).
- m) Undertaking regarding declaration of debarment by public institution(s)
- n) Undertaking for Maintenance Confirmation by the Bidder as per [Annexure-V](#)
- o) Indemnity for the Employer against non-compliance to Contract labour Rules Regulations as per [Annexure-XIII](#)
- p) Indemnity for Employer against Patent Right violations as per [Annexure-XIV](#)
- q) Any other information relevant to the proposed work
- r) Product support for Twenty-five (25) years shall be given. Tenderer shall specifically indicate the product support offered against this tender & submit an undertaking in this regard. ([Annexures – V & XV](#))

1.5. i. The applicants/tenderers have to submit in CPPP portal before the last date of submission of part-I.

ii. The Part-II, i.e., Price-bid will be opened at a later date as intimated by the Bank in respect of only those contractors/bidders who satisfy all criteria stipulated in Part-I. The Bank reserves the right to accept or reject any or all e-Tenders without assigning any reasons thereof.

iii. The Bank shall evaluate the said reports before evaluation of price bid of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.

- iv. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender and reserves the right to reject all the tenders without assigning any reason there for.
- v. Bank reserves the right to accept or reject any or all Bids without assigning any reasons and also reserves the right to relax any of the terms and conditions. No Contractor shall have any cause of action or claim against the Bank for rejection of his Bid.
- vi. Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature. Tenders without EMD will not be accepted under any circumstances.
- vii. All the tenderers may please note that any amendments / corrigendum to the e-tender, if any, issued in future will only be notified on the Bank's Website and CPPP portal as given above and will not be published in the newspaper.

1.6 A pre-tender briefing meeting cum site visit for the intending tenderers will be held offline at 11:00AM at 4th floor Estate Department, Main Office Building, RBI, Ahmedabad on September 28, 2026, to clarify any point / doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to study the tender document and to be present in the above meeting. These issues will be discussed and all the tenderers will be advised suitably. The pre-bid meeting shall be followed by a visit to the site. The tenderers are expected to get all the issues clarified during the above meeting and should desist from deviating from the Bank's tender conditions/specifications in their tender (Part-I and Part-II).

1.7 All information, correspondence letters shall be submitted and addressed to the Regional Director, Reserve Bank of India, Estate Department, Ahmedabad.

2.0 Submission of Tender

The tenderer shall upload the necessary documents as specified in the technical and commercial clause of the tender document before the due date of submission.

2.1 Intending tenderers shall remit an amount of ₹17,200/- by way of NEFT or Bank Guarantee or a Demand Draft (DD) drawn on scheduled bank **payable to Reserve Bank of India, Ahmedabad** on or before October 11, 2026.

The Earnest Money Deposit of the successful tenderer shall be held by the Reserve Bank of India. No interest shall be paid on the said deposit. Under no

circumstances Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash. EMD will be released on submission of Bank guarantee for security deposit.

2.2 On communication by the Bank about acceptance of tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions. The written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the tenderer whether such formal agreement is or is not subsequently executed.

2.3 All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from his earnest money and the **security deposit** if the amount so permits and the Contractor shall, unless such deposit as become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

3.0 Part I – Technical & Commercial

3.1 Part I - This part shall contain the unpriced tender consisting of complete technical specification including drawings and documents and commercial terms and conditions technical aspects of the tender such as equipment data sheets, tests and inspection, makes of materials, technical description, drawings.

3.2 Part I of the tender as submitted shall also contain the following:

- a) Documents to prove eligibility as per eligibility criteria mentioned in clause no 1.4 of Section-II, Instructions and General Conditions of Contract as per [Annexure I](#)
- b) Earnest Money Deposit in the form of NEFT / DD / Bank Guarantee (BG) issued by a scheduled Bank in India as per Proforma at [Annexure II](#).
- c) Power of Attorney / authorization with the seal of the company/firm in the name of the person signing the tender documents.
- d) List of deviation, if any, in technical specification/commercial as per format given in section VI of the tender document. **Deviation mentioned elsewhere**

shall not be considered.

- e) Detailed proposed **layout drawing** and full equipment details.
- f) The contractor shall furnish an undertaking as per the enclosed proforma (Annexure V) that they will maintain the solar plant satisfactorily for a minimum period of 05 years of defect liability period.
- g) Tenderers shall indicate their service set up details in Ahmedabad/Vadodara from where the proposed solar panels will be serviced. The details shall include number of technical personnel, phone/mobile numbers and addresses for contact/lodging of service requests and also the details of emergency service/after/before office hours available.
- h) Guaranteed DC power generation capacity of the entire system in KWp.
- i) **Detailed specifications of each of the offered items** such as SPVs, Arrays, PCUs, control panels, control & monitoring systems, cables etc. matching with the specifications contained under this contract along with manufacturer's catalogue / product brochure. If there are some variations in specifications and dimensions of the equipment / products as contained under the manufacturer's catalogue / product brochures vis-a-vis those given under the
- j) **Complete technical details** and any special features proposed for incorporation must be given for full technical evaluation. Supporting documents for the claimed facilities/ features shall also be attached while submitting the technical bid.
- k) Technical data sheet shall be submitted with full information.
- l) **Product support for Twenty-five (25) years shall be given.** Tenderer shall specifically indicate the product support offered against this tender & submit an undertaking in this regard. ([Annexures V](#) & [XV](#))
- m) Other Certificates / Declarations as per Annexures enclosed to be submitted.
- n) Duly filled in and signed copies of client's reports (from the client(s) in the attached format, for whom similar qualifying works is/are executed) and Banker's certificate in separately sealed envelopes.

3.3 The Tenderers are advised to visit the site of installation and acquaint themselves of the site conditions before tendering.

3.4 The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of

the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. **A tender containing deviation from the terms and conditions is liable for rejection.**

- 3.5 The tenderers shall submit full details of the patent, trademark, registered design, intellectual property rights, copy rights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.
- 3.6 All information, correspondence letters shall be addressed to Deputy General Manager, Reserve Bank of India, Estate Department, Ahmedabad.

4.0 Part II - Price

- (b) (a) This part shall contain prices in **Indian Rupees only** as per format (Part II). No other enclosure is permitted in Part II. Tender in which prices are quoted in any other currency will not be considered. No request for any change in rate or conditions after the opening of the tender will be entertained.
- (c) This contract is neither a fixed lump sum contract nor a piece work contract but is a contract to carry out the work in respect of to be paid for according to actual measured quantities Tender for Design, supply, installation, testing & commissioning of solar photovoltaic based 20 kWp grid interactive solar power plant at Bank's "PARAG" colony in Navrangpura, Ahmedabad at the rates/quantities provided in the schedule of rates (Part II).
- (d) The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.
- (e) The lowest bidder declared by e tendering website may not be always actual lowest bidders. Manually all calculations shall be rechecked by the Bank and by mere declaration of L1 bidder on e-tendering website does not entitle a contractor to claim any order.

5.0 Opening of Tender

5.1 Part I of the tenders will be opened on October 13, 2026 at 3:30 PM

in the presence of tenderers. Price bid (Part II) of only such of those tenderers who are found eligible after scrutiny of their Part I of the tenders will be opened subsequently, the date of which will be intimated to all the eligible tenderers. The tenderers are advised to remain present during the opening of Part I and Part II of the tenders.

6.0 Scope of Work

6.1 The scope of work shall include the following.

- Design of 20 kWp grid interactive solar photo voltaic (SPV) based solar power plant etc., complete with SPV modules, MPPT inverter, mounting structure, cabling and power distribution panels/ boards as per tender specifications and factory inspection.
- Delivery of all components, equipment and material for the captioned work to the Bank's site at Ahmedabad including insurance, packing, handling, transporting, clearing, loading/ unloading at ports in India and unloading at site in Ahmedabad.
- Installation, testing & commissioning of solar power plant as per technical specifications, obtaining operating approval of local statutory authorities for connection to the grid and handing over the same to Bank.
- Providing all-inclusive service including all spares, etc. during warranty/defect liability period of five years from the date of handing over of the new solar power plant installation to the Bank.
- All engineering, equipment, labour, and permits required to satisfactorily complete solar power plant installation required by this Specification.
- Any other work, related to but not mentioned above, required for completion

6.2 The tenderer should indicate in his tender the complete description of the working of the system /sub systems and their power requirements of solar system with all relevant brochures/literature etc. in addition to those called for in the Technical Specifications.

6.3 The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the enclosed Technical Specifications and shall take full responsibility for the efficient operation of the

equipment offered. **Tenderer shall supply all tools, plants, labour and consumables etc as required for installation, testing and commissioning of the solar power plant.**

- 6.4 Responsibility for obtaining approval from competent authority related to connection of solar power plant with the grid lies with the Contractor. The contractor shall obtain and pay for necessary fee/ charges levied by the Government and / or any other authorities and obtain necessary approvals as required and also conduct such tests as are called for by the regulation of the authorities without any extra cost to the Employer. All such fee/ charges will be reimbursed by the Bank on submission of the original receipt issued by the competent authority.

7.0 Drawings and Documents

- 7.1 The successful tenderer shall submit, in duplicate, on receipt of acceptance of the tender, detailed working drawings and specifications showing the complete details of all work required within 10 days of issue of work order. The tenderer shall be responsible for any discrepancies, errors and omissions in the drawing or particulars submitted by him even if these have been approved by the Bank. The drawings will be scrutinized by the Bank and returned to the tenderer within two weeks of receipt, duly approved or with observations.

8.0 Packing and Dispatch

- 8.1 The equipment shall be properly and securely packed in boxes suitable for export (wherever applicable) and multiple handling and transportation by sea/ air / rail / road under Indian conditions. All equipment/components shall be delivered on Duty Delivery Paid (DDP) basis at the Bank's site (RBI Officers' Quarters at Navrangpura) at Ahmedabad.

9.0 Taxes

- 9.1 The prices quoted for the work shall include GST and other applicable taxes or any other taxes/duties imposed by Central /State Government/ Local Bodies, charges for labour, transport, insurance charges etc till the work is finally

handed over to the Bank. If RBI is required to discharge the liability of any taxes on the transaction like TDS(IT), under reverse mechanism or any other similar taxes, which is or becomes payable by RBI, the same shall be deducted from the bills of the contractor. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax and tax/GST on works contract etc. whatever applicable will be deducted at source.

- 9.2 The rates quoted for the work of DSITC of solar power plant shall be firm till handing over of the system. No claim in respect of any statutory variations in the existing tax/duties/ imposition of new tax etc. shall be entertained during execution of the work.
- 9.3 Bank doesn't intend to avail any subsidy for this project. Therefore the prices are to be quoted accordingly

10.0 Validity of Tender

- 10.1 The Tender along with the prices shall remain valid initially for a **period of 90 days** from the date of opening of Part I of tender, which period may be further extended by mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period.

11.0 Language

- 11.1 The Tender including all labels in drawings, documents, catalogues etc. shall be in English or Hindi.

12.0 Earnest Money & Security Deposit

12.1 Earnest Money Deposit

- 12.1.1 The tender must be accompanied by Earnest Money for ₹17,200/- in the form of DD//NEFT/ an irrevocable Bank Guarantee issued by a scheduled bank in India in favour of Reserve Bank of India payable at Ahmedabad. The Bank Guarantee shall be in a format given at [Annexure II](#) and shall remain undischarged for such period as may be specified for keeping the tender open.

Details of NEFT are as below:

A/c Name: Reserve Bank of India, Ahmedabad
A/c Number: 186003001
IFS Code: RBIS0AHPA01
(Please read 5th and 10th character of IFSC Code as “Zero”)

12.1.2 **Validity of BG for EMD:** The Bank Guarantee submitted towards EMD shall remain valid for 3 months from the due date of opening of the tender Part I.

12.1.3 If the Tenderer, after opening of price bid, deviates from his offer or modifies the terms and conditions thereof, the EMD shall be liable to be forfeited.

12.1.4 Tender not accompanied by appropriate EMD is liable to be rejected.

12.1.5 The above Bank Guarantee shall be discharged on acceptance of the tender, and on production of a new Bank Guarantee towards security deposit in the enclosed format ([Annexure IV](#)) or on non-acceptance of tender.

12.1.6 Should the Invitation to Tender be withdrawn or cancelled by the Bank, which shall have the right to do so at any time, the EMD will be discharged.

12.1.7 Should the successful Tenderer fail to furnish the Security Deposit, the Bank Guarantee towards EMD shall be enforced without prejudice to his being liable for any further loss or damage incurred in consequence, by the Bank.

The Bank Guarantee towards EMD shall be suitably extended, if necessary, by the successful Tenderer till the date fixed by the Bank for furnishing the Bank Guarantee towards Security Deposit.

12.2 **Security Deposit:**

12.2.1 **Bank Guarantee during execution of work:** On award of contract, the successful tenderer shall furnish an amount equal to 5% (Five percent) of the contract value (*The Contract value mentioned in this document means the total value of capital cost of work, at which the work is awarded*), in the form of a Bank Guarantee from any scheduled Bank in the form prescribed by the Bank as per [Annexure IV](#) or payment of amount equivalent to PBG through online mode (NEFT) towards security deposit for the due fulfilment of the contract.

The Bank Guarantee against the security deposit for due fulfilment of contract shall be valid for the contract completion period up to the date of handing over of the solar plant. Such Performance Bank Guarantee (PBG) should be submitted to the Bank within 10 days of the issue of work order. Submission of PBG shall be ensured as stipulated in the tender. In case of delays in submission in unavoidable circumstances, charges for delay in submission of PBG shall be recovered from the bills of the contractor at Bank rate. If the tenderer fails to furnish the Performance Bank Guarantee within stipulated time, their tender is liable to be cancelled.

Electronic Bank Guarantee (e-BG): Bidders are encouraged to furnish their Earnest Money Deposit / Bid Security and/or Performance Bank Guarantee in the form of an Electronic Bank Guarantee (e-BG), i.e., a dematerialised Bank Guarantee issued and processed on the platform of **National e-Governance Services Limited (NeSL)**, in lieu of the conventional paper-based Bank Guarantee. An e-BG so issued shall be treated as a valid Bank Guarantee for all purposes of this tender and of the Contract arising therefrom.

12.2.2 Bank Guarantee during Defect Liability Period : After Completion of works but before expiry of the BG submitted for due fulfilment of execution of work, the tenderer shall furnish a new BG, in the form prescribed by the Bank as per [Annexure IV](#) or payment of amount equivalent to PBG through online mode (NEFT / RTGS), for due fulfilment of the terms and obligations of the DLP of 5 years.

12.2.3 All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the security deposit, if the amount so permits unless the contractor deposits such amounts in cash within ten days of issue of demand notice by the Bank.

13.0 Lowest Tender Not Necessarily To Be Accepted

13.1 The Bank is not bound to accept the lowest /any tender or to assign any reason for non-acceptance.

- 13.2 The tenderer whose tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of tenders, even though the Bank may elect to modify/withdraw the tender.

14.0 Right to Accept Part Tender

- 14.1 The Bank reserves the right to accept the tender either in whole or in part at the prices quoted by the Tenderer.

15.0 Evaluation of Tender

- 15.1 The tenders will be evaluated based on Total capital cost of the solar plant.

16.0 Signing of Contract Agreement

- 16.1 The General instructions to the tenderers and special conditions, conditions hereinbefore referred to, Conditions of Contract and Technical Specifications, schedule of works enclosed with the tender documents and the subsequent correspondence exchanged between the Bank and the tenderer shall be the basis of the Purchase Order/final contract to be entered into with the successful tenderer.
- 16.2 The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed for his/their having acquainted himself/themselves with the general conditions of contract, Technical specifications, etc.
- 16.3 The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise, the tender may be rejected.
- 16.4 On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within fourteen days thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement. **The agreement should be on a non-judicial stamp paper of required value as per applicable stamp act and the cost for the same shall be completely borne by the tenderer.** Notwithstanding the signing of the agreement, the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding contract between the Reserve Bank of India and the tenderer so tendering, whether such agreement is or is not subsequently executed.

16.5 The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.

17.0 Import and Export Licence

17.1 Import Licence, if required, will be obtained by the Tenderer. All necessary documents/fees required to be submitted/paid to the relevant authorities, for obtaining the import licence shall be the sole responsibility of the tenderer.

17.2 The Tenderer shall obtain and maintain the necessary license for importing machines into India from the competent authorities and shall pay all costs and fees connected therewith. Failure to obtain and maintain licence shall not be considered as Force Majeure. In case the Tenderer fails to obtain or maintain the licenses, or if the licenses are withdrawn, the tenderer shall restore them within two months from the date of such cancellation/withdrawal. If the tenderer fails to restore the licence, the Bank shall have the right to cancel the contract in whole or in part and the Tenderer shall forthwith return to the Bank all the amounts paid by the Bank to the Tenderer in respect of the supplies and services cancelled, together with all damages suffered by the Bank. In this regard the decision of the Bank shall be final and binding.

18.0 Inspection of materials/work at site

18.1 Before dispatching the equipment to site, the equipment may be inspected by the Bank's engineer at the manufacturers' works and then cleared for shipment. The contractor shall offer to the inspector, at contractor's cost all reasonable facilities as may be necessary for inspection and satisfying himself, that the equipment is being or have been manufactured in accordance with specifications laid down in the particular specifications attached to this tender document. All the expenditure for Bank's engineer visit and stay shall be borne by the Bank. The Bank's engineer shall inspect the materials at site also after delivery before the same is used in the work.

18.2 The Bank's engineer shall have free and full access at any time during execution of the contract to the contractor's works or site in case of the execution of work for the aforesaid purpose, and he may require the contractor to make arrangements for inspection of work or any part thereof or any material at his premises or at any other place specified by the Bank's Engineer and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Bank's Engineer a similar right.

18.3 The above will, however, not in any way absolve the contractor of his responsibility about proper performance of the system/ components after erection and commissioning at the designated place.

18.4 The Bank's Engineer shall have the power-

- a) Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture;
- b) To reject any equipment or parts submitted as not being in accordance with the specification;
- c) To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
- d) To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

18.5 Consequence of rejection: If on the equipment or a part thereof, being rejected by the Bank's Engineer, the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery/completion period, the Bank shall be at liberty to:

- i) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or
- ii) Purchase/execute or authorise the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not, in the opinion of the Bank which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or
- iii) Cancel the contract and purchase/execute or authorise the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (ii) above or this clause, the provision of delivery clause apply as far as applicable.

18.6 Bank's Engineer's decision as to rejection final: - The decision of Bank's Engineer as regards the rejection shall be final and binding on the contractor subject to contractor's appeal.

19.0 Completion Period

- 19.1 Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. The work shall throughout the stipulated period of the contract be proceeded with all the due diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in “section V, the conditions herein after referred to” of the contract.
- 19.2 The contractor shall submit a Bar Chart/Gantt’s chart for completion of the work within the contractual completion period from the tenth day of letter of intent. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc.
- 19.3 Bank will provide storage space within the compound of the building. However, the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by the Bank.
- 19.4 **Damages for non-completion:** The work shall throughout the stipulated period of the contract be preceded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in “Appendix herein before referred to” of the contract at the rate 0.25% of cost of work executed per week for the period during which the said works shall so remain incomplete subject to a maximum of 10% of the contract amount and the Employer may deduct such damages from any money due to the Contractor.

20.0 Insurance

- 20.1 The contractor shall, within 10 days from the date of issue of work order, insure the works at his cost and keep them insure until the virtual completion of reworks, against loss or damage by fire with an office in the joint names of the employer and the contractor (the name of the former i.e. RBI being placed first in the policy) for the full amount of the contract. Such policy shall cover the property of the "Employer" only. The contractor shall deposit the policy and receipts for the premium with the employer within ten days from the

commencement of the works. In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due, penalty etc., or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire or any other calamities had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

The contractor shall take all insurances at his cost to cover all kinds of risks from the time the equipment's/materials leave the manufacturer's works till handing over the said system to the Bank, in the joint names of the Bank and the contractor and it shall cover the following risks:

- Contractor's All Risk policy for the full Contract Value, including earthquake and fire risk and any other calamities
- Transit insurance for transportation from manufacturer's works to site (By Air/sea/Road etc. as applicable).
- Workmen compensation policy for the employees of the contractor at site. • Third party liability policy for a total of Rs 10.00 lakh and with a limit of Rs. 2 lakh per person per accident.

Note: These policies shall be valid till the completion of the work & in the joint name of RBI with RBI's name being the first one. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor or any other action.

21.0 Warranty and All Inclusive Maintenance Contract

- 21.1 The entire solar power plant shall be warrantied for 05 years from the date of completion and handing over to be free from defective workmanship or materials and any defects that may appear within 05 years which in the opinion of the Employer have arisen from bad workmanship or materials, shall upon intimation by the Employer, be made good by the Contractor within 2 days of the observation without any additional cost to the Bank.
- 21.2 During the said period of 05 years, the contractor (successful tenderer) shall make periodical inspection of the working of the solar power plant at least once a month or earlier, if required, and attend to the breakdown calls and such other service that may be required. Report of each visit shall be submitted to the Bank.
- 21.3 Supply and replacement of all spares, consumables and parts required for smooth operation and serviceability of the system shall be the responsibility of the contractor during this period. In this respect the contractor shall maintain sufficient spares/consumables for immediate replacement of defective / damaged part during day-to-day routine maintenance / breakdown maintenance. Cost of these spares and any other spares which may be required during maintenance is deemed to be included in the rates quoted by the contractor.
- 21.4 **Penalty for delay in rectification of fault during DLP:** There will be a penalty of Rs. 500/- per day, if the defect in the system is not rectified within the period of 2 days during the DLP period. Any penalty during the DLP shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.
- 21.5 PV modules used in solar power systems / systems 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.
- 21.6 As mentioned under the foregoing paragraphs, the successful tenderer is required to commit a guaranteed average annualized energy of specified kWh per year at synchronization point. Failure to do so will make the contractor liable to pay compensation at double the rate of the prevailing tariff of electricity supply agency for shortfall of every KWH or part thereof of the power generated.

Penalty shall be derived as per the following formula:

Actual output for the year under reference = A (kWh)

Guaranteed output of the system as per the contract = B (kWh)

Compensation to be paid to the Bank in case of reduced generation (Rs)

$$= (B-A) \times (\text{Tariff} \times 2)$$

21.7 Penalty for delay in service during defect liability period (DLP of 5 years) :

- During the Defect liability period of 05 years, any fault in the system shall be

rectified within 2 days of receipt of intimation of the defect in the system. The quoted rates shall, therefore, take into account all the cost, including travel cost from the nearest service station. There will be a penalty of Rs. 500/- per day, if the defect in the system is not rectified within the period of 2 days during the Defect liability as stated above. Any penalty during the DLP shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

The successful tenderer is required to commit a guaranteed average annualized energy of specified kWh per year at synchronization point. Failure to do so will make the contractor liable to pay compensation at double the rate of the prevailing tariff of electricity supply agency for shortfall of every KWH or part thereof of the power generated.

Penalty shall be derived as per the following formula:

Actual output for the year under reference = A (kWh)

Guaranteed output of the system as per the contract = B (kWh)

Compensation payable to the Bank in case of reduced generation = $(B-A) \times (\text{Tariff} \times 2)$

Penalty for not carrying out monthly preventive maintenance = ₹1,000/- (exclusive of GST) per instance

22.0 Terms of Payment

The payment for the works to be executed under this contract shall be made as follows:

a. First Stage Payment: 60% of the quoted rates pro rata against Delivery of material at site and on submission of following:

- i) Submission of the test certificates of the various equipment as listed in the tender.
- ii) Submission of Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems have been delivered at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied without any additional charge to the Bank.
- iii) All the Insurance Policies as per tender.
- iv) Bank Guarantee towards Security Deposit ([Annexure IV](#))

b. Second Stage Payment: 30% of the quoted rate pro rata against installation, testing and commissioning of solar power plant.

c. Final Stage Payment: Balance 10% payment shall be released after handing over of the plant including completion of connection of the plant with grid, and submission of Bank guarantee for Defect liability period of 5 years

The date of installation of solar meter from the discom and connection of solar power plant with the grid shall be reckoned as the date of handing over of solar power plant.

Other Issues

23. The contractor shall furnish an undertaking as per the enclosed proforma, that they will maintain the solar power plant satisfactorily for a minimum period of 05 years of defect liability period.
24. The Contractor shall carry out all the work strictly in accordance with drawing, details and instructions of the Bank's engineer. If in the opinion of the Bank's engineer, nominal changes have to be made to suit the site condition and with the prior approval in writing of the Employer, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.
25. The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.
26. A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Employer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totalled in order to show the aggregate value of the entire tender.
27. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
28. The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.
29. The successful tenderer must co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay. He should make his own arrangement for storage and protection of all materials supplied by him.
30. The work has to be carried out in occupied premises. Therefore, due care should be taken to avoid inconvenience to the occupants/office working.

I/We hereby declare that I/we have read and understood the above instructions for the guidance of the tenderers.

Witness

Signature of tenderer

Address and Date

Address and date

Section III - Safety Code

GENERAL SAFETY

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
2. The injured person shall be taken to a nearest hospital without loss of time, in cases where the injury necessitates hospitalisation.
3. Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length, the width between the side rails not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra labour shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary protection of minimum height of one meter.
6. Every opening in the floor of a building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so over-loaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
11. Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
12. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

14. The staff Working during execution of work shall be provided with all the required safety gadgets and their safety shall be ensured by the contractor. The work shall be carried out under the supervision of Contractor's supervisor.

FIRE SAFETY

- i. Cutting / drilling machine and other electrically operated equipment used at site shall be plugged into correctly rated electrical outlets.
- ii. Only ISI marked 3 pin plug and other appliances and equipment shall be used.
- iii. Electrical power cables/wires used shall not have any joints and shall be properly rated.
- iv. All electrical appliances i.e. welding, drilling, cutting machine etc. shall be safely and securely earthed to prevent leakage current while in operation.
- v. Before commencing the welding work for the first time on any day, fire section shall be informed and only after the site inspection by the Fire officers/Personnel, work shall be started.
- vi. Two buckets of water and sand shall be kept in an easily accessible area on the site.
- vii. Fire extinguishers recommended and issued by fire officers shall be kept on the site.
- viii. Used paint drums shall be stored in specified store only after closing them properly.
- ix. Personal protective equipments such as safety shoes, hand gloves, welder's mask, ear plug etc. depending upon the requirement of the work shall be provided by the contractor to the workmen to prevent occupational health hazards.
- x. The safety belt shall be provided by the contractor and used by the workmen while working from height.
- xi. None of the passages near lift lobby and staircases shall be used for stacking / dumping any kind of materials/waste.
- xii. Both the staircase doors shall be normally kept closed.
- xiii. None of the fire extinguishers shall be removed/shifted from its designated location.
- xiv. Power supply shall be switched off from the mains when equipment is not in use.

- xv. Wood-shavings and saw-dust generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xvi. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xvii. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

PLACE:
CONTRACTOR
DATE :

SIGNATURE AND SEAL OF THE

Section IV - The Conditions Hereinafter Referred To

Interpretation Clause

1. In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.
 - (a) "Employer" Shall mean The Reserve Bank of India and shall include its assigns and successors.
 - (b) "Contractor"
(in the case of a partnership)

(in the case of individual)

(in the case of Company)
"Contractor" shall mean _____ shall mean _____ and _____ trading in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
"Contractor" shall mean Shri _____ trading in the name _____ and style of _____ and shall include his heirs, successors and legal representatives.
"Contractor" shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
 - (c) "Site" Shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
 - (d) "This Contract" Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications etc. attached hereto and duly signed.
 - (e) "Notice in writing" Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post it would have been delivered.
 - (f) "Act of Insolvency" Shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
 - (g) "Net Prices" If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the

tender. The expression “net rates” or “net prices” when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.

- (h) “The works” Shall mean the Design, Supply, Installation, Testing and Commissioning of solar photo voltaic (SPV) based 20 kWp grid interactive solar power plant at Bank’s “PARAG” colony in Navrangpura , Ahmedabad

Word importing persons include firms and corporations. Word importing the singular only also include the plural and vice-versa where the context requires.

Scope of Contract

2. The work includes the complete installation of solar plant. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as “Employer’s Instructions” in regard to :
- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
 - (b) Any discrepancy in the Drawings or between the Schedule of Quantities and/or Drawings and/or Specifications.
 - (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
 - (d) The removal and/or re-execution of any works executed by the Contractor.
 - (e) The dismissal from the works of any persons employed thereupon.
 - (f) The opening up for inspection of any work covered up.
 - (g) The amending and making good of any defects under Clause 29 hereof.

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer’s instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Employer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by the Employer, such shall be deemed to be Employer’s instructions within the scope of the Contract.

For the purpose of entering day to day instructions by the employer the contractor shall maintain at his own cost, a “Site instruction Book” in triplicate in which the instructions shall be entered by the employer and to be

maintained by the engineer-in-charge of the contractor. Instructions to the contractor shall be issued through Bank's engineer/ engineer-in-charge.

3. Scope of contract includes, but is not limited to, the following:
 - a) The coordination, scheduling and management of work of component suppliers and subcontractors.

Contractor's Duties

4. Contractor's duties include the following:
 - a) Provide and pay for labour, materials and equipment, tools, construction equipment and machinery and other facilities and services necessary for the proper execution and completion of the specified works.
 - b) Secure and pay for required permits, statutory workmen's compensation insurance, fees and licenses necessary for proper execution and completion of required work.
 - c) Give required notices.
 - d) Promptly submit written notice to the Employer of observed variance of this Specification from legal requirements.
 - e) Enforce strict discipline and good order among employees. Do not employ persons unskilled in assigned task.

Variations to be approved by Employer

5. The Contractor shall submit a statement of variations giving a quantity and rates duly supported by analysis of rates, vouchers etc. The rates on scrutiny and final acceptance by the Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by it.

Drawings, Schedule of Quantities & Agreement

6. The Contract shall be executed in duplicate and the Contractor shall be entitled to one executed copy for his use. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Employer all Drawings and Specifications.

Work sequence

7. The successful Contractor shall include all costs in the tender to complete the works in the time schedule as given by him in the work schedule table. By submitting a tender, the Contractor agrees that they have reviewed the project specifications and drawings, toured the jobsite, and will complete all work in accordance with the overall time frame of 60 days from the date of issue of

work order as per the approved schedule. The schedule time frame starts after a notice to proceed or contract is received from the Employer. The Contractor shall provide a detailed construction schedule, in accordance with the time frame approved as per the work task schedule, prior to award of the project.

Contractor's use of Estate

8. The site of the work is an occupied building. Contractor's use of Estate shall be subject to following: -

- Confine operations at the site to areas permitted by law, ordinances, permits, Specification, and Employer's specific instructions.
- Do not unreasonably encumber the site with materials or equipment. Staging area shall be located as directed by the Employer.
- Assume full responsibility for protection and safekeeping of tools and products stored on or off Estate.
- Move stored products which interfere with operations of building or the operations of other trades.
- Obtain and pay for use of additional storage or work areas needed for operations.

Contractor to provide everything necessary at his cost

9. The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Employer who shall decide which is to be followed. The Contractor shall provide all works under this specification in full accordance with Health and Safety Regulations.

No disruption to normal functions of colony

10. It is essential that the Contractor gives special attention and priority to all matters concerning safety, protection from dust and loose materials, reduction of noise levels, protection from water and air infiltration into building, and maintenance of neat and orderly conditions in and around work areas inside and outside of building. Packaging, scrap materials and demolition debris shall be promptly removed from the building and site on a daily basis.
11. If the contract includes works, which will be disruptive and would be dangerous to building occupants, said works shall be performed during hours

as the Employer dictates. Examples of such work include, without limitation, saw cutting of concrete, jack hammering, welding, metal cutting, pouring concrete, erecting steel or hoisting equipment over occupied portions of the building or performing tests requiring in solar panels. The Contractor shall perform such work during Employer dictated hours and shall include all costs in its tender.

- 12 The Contractor shall keep noise levels below 75 dB during normal building hours. When it is necessary to produce noise above this level, the Contractor shall advise the Employer of such needs and times will be scheduled as directed. The Contractor shall anticipate any excessive noise generating procedures and include an allowance for it in the tender.

Protection of Work and Property

- 13 The Contractor shall install a suitable protective covering on all finished floors in areas where the works are being performed. No material handling equipment shall be permitted on or over finished floors unless said floors have been protected in a manner approved by the Employer. Any damage to building finishes caused by the Contractor shall be refinished at no additional cost to the Employer. The Contractor shall take photographs of any adjacent finishes that may be damaged during the works for a photographic record.

Authorities, Notices and Patents

14. The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations or bye-laws, in question, and any variation so necessitated shall be dealt with under Clause No. 22 thereof.

The Contractor shall bring to the attention of the Employer, all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.

The Contractor shall indemnify the Employer against all claims in respect of rights, and shall defend all actions arising from claims, and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

Setting out of work

15. The Contractor shall set out the works and shall be reasonable for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense, rectify such error to the satisfaction of the Employer.

Materials and workmanship to conform the descriptions

16. All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Employer's instructions, and the Contractor shall upon the request of the Employer furnish him with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Employer may require.

Contractor's superintendence and representative on the works

17. The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The Contractor shall also during the whole time the works are in progress, employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any directions, explanations, instructions or notices given by the Employer to such representative shall be held to be given to the Contractor.

Dismissal of Workmen

18. The Contractor shall on the request of the Employer, immediately dismiss from the works, any person employed thereon by him who may, in the opinion of the Employer, be incompetent or misconduct himself and such persons shall not be again employed on the works, without the permission of the Employer.

Access to Works

19. The Employer and their respective representatives shall at all reasonable times have free access to the works and/or the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer and their representatives necessary for inspection and examination and test of the materials and workmanship. No person not authorised by the Employer except the representatives of public authorities shall be allowed on the works at any time.

Assistant Manager (Tech)/Manager (Tech)

20. The term “Assistant Manager (Tech)/Manager (Tech)” shall mean the person appointed and paid by the Employer to inspect the works, the Contractor shall afford the Assistant Manager(Tech)/Manager(Tech), every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Assistant Manager (Tech)/Manager (Tech) shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order with the prior concurrence in writing of the Employer.

The Assistant Manager (Tech)/Manager (Tech) or any representative of the Employer shall have power to give notice to the Contractor or to his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued by the Assistant Manager(Tech)/Manager (Tech) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed.

Assignments and Sub-letting

21. The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.
22. No alteration, omission or variation shall vitiate this Contract but in case the Employer thinks proper at any time during the progress of the works to make any alterations in or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to or omit from, as the case may be, in accordance with such notice but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined with the prior approval in writing of the Employer in accordance with the provisions of Clause 26 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be, accordingly.

Schedule of Quantities

23. The Schedule of Quantities, unless otherwise stated, shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof as ascertained under Clause 26 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's Schedule of Rates.

Sufficiency of Schedule of Quantities

24. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.

Measurement of Works

25. The Assistant Manager (Tech)/Manager (Tech) may from time to time intimate to the Contractor and the Employer that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Assistant Manager (Tech)/Manager (Tech) in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such Agent, then the measurement taken by the Assistant Manager(Tech)/Manager (Tech) shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurement detailed in the Specifications.

The Contractor or his Agent may at the time of measurement take such notes and measurements as he may require.

All authorised extra works, omissions and all variations made with the prior approval in writing of the Employer shall be included in such measurements.

Prices for extra

26. The Contractor may, when authorised by Employer, add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorisation or direction. A verbal authority or direction by the Employer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing.

No claim for any extra shall be allowed unless it shall have been executed under provisions of Clause 09 hereof with the concurrence of the Employer as

herein mentioned. Any such extra is herein referred to as authorised extra and shall be made in accordance with the following provisions.

- (a) (i) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
- (ii) Rates for all items, wherever possible, should be derived out of the rates given in the Priced Schedule of Quantities.
- (b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause (c) hereof.
- (c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper.
- (d) Where extra work can not be properly measured or valued, the Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Employer at or before the end of the week following that in which the work has been executed plus 15% towards establishment charges, contractor's overhead and profits.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurement" stated in the Appendix, or if not stated, then defined in Clause 30 hereof.

Unfixed materials when taken into account to be the property of the Employer

27. Where in any Certificate (of which the Contractor has received payment) the Employer has included the value of any unfixed materials intended for and/or placed on or adjacent to the works, such materials shall become the property of the Employer and they shall not be removed except for use upon the works, without the written authority of the Employer. The Contractor shall be liable for any loss of or damage to such materials.

Removal of improper work

28. The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times, as may be specified in the order, of any materials which in the opinion of the Employer are not in accordance with the Specifications or the instructions of the Employer, the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instruction, and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay the other persons to carry out the same, and all expenses consequent thereon, or incidental thereto shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

Defects after virtual completion

29. Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, if none stated, then within 05 years after the virtual completion of the works, arising in the opinion of the Employer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained as Security Deposit being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Employer as provided in various clauses hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

Certificate of virtual completion and Defects Liability Period

30. The works shall not be considered as completed until the Employer has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of such Certificate.

Nominated Sub-Contractor

31. All Specialists, Merchants, Tradesman and others executing any work of supplying and fixing any goods, for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications, who may be nominated or selected by the Employer are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.

No nominated Sub-Contractors shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection or (save where the Employer and Contractor shall otherwise agree) who will not enter into Contract providing.

- (a) That the nominated Sub-Contractors shall indemnify the Contractor against the obligation in respect of the Sub-Contractor as the Contractor is under in respect of this Contract.
- (b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
- (c) Payment shall be made to the nominated Sub-Contractor within fourteen days provided that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, in default whereof, the Employer may pay the same and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of contract as between Employer and Sub-Contractor.

Other persons employed by Employer

32. The Employer reserves the right to use the Estate and any portions of the site for the execution of any work not included in this Contract, which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or materials for the execution of such work. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

Insurance in respect of damage to person and property

33. The Contractor shall be reasonable for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying

out of this Contract. This liability under this clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and other structures and works forming the subject matter of this Contract. The contractor shall also be responsible for any damage caused to the buildings and other structures and works forming the subject matter of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any Statute or otherwise and also in respect of any award of compensation or damages consequent upon such claim. **The contractor shall, at his own expense, effect and maintain till issue of the completion certificate under this contract, with an insurance company approved by the Employer, an All Risks Policy for insurance for an amount equal to the amount of the contract including earthquake risk in the joint names of the Employer and the contractor (the name of the former being placed first in the policy) against all risks as per the standard all risk policy for contractors and deposit such policy or policies with the employer before commencing the works.** The Contractor shall reinstate all damage of every sort mentioned in this Clause, so as to do delivery of the whole of the Contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties. The Contractor shall also indemnify and keep indemnified the Employer against all claims which may be made against the Employer by any person/ member of the public or other third party in respect of anything which may arise in respect of the works or in consequence thereof and **shall at his own expense arrange to effect and maintain, until the completion of the Contract, with an Insurance company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor(the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer before commencement of the work.** The minimum limit of coverage under the policy shall be as defined elsewhere under General instructions to the tenderer. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the **Workmen Compensation Act** or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and **shall at his own expenses effect and maintain, until the completion of the Contract, with an Insurance company approved by the employer a policy of Insurance in the joint names of the Employer and the Contractor(the name of the former being placed first in the policy) against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract.** In default of the contractor ensuring as provided above, the employer may so ensure and may deduct the premiums paid from any money due or which may become due to the contractor.

The Contractor shall be responsible for any liability which may be excluded from the Insurance Policies above referred to and also for all other damages to any person, animal or property arising out of and incidental to the negligent or defective carrying out of this Contract, whatever may be the reasons due to which the damage shall have been caused. He shall also indemnify and keep indemnified the Employer in respect of all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any award of compensation or damages, arising therefrom. Without prejudice to the other rights of the employer against contractor in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damage, compensation, costs, charges and other expenses paid by the employer and which are payable by the contractor under this clause. The contractor shall upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the contractor and the contractor shall not be entitled to any further payments in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

The contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Employer may deem fit, but shall, however, not be entitled to reimbursement by the employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

- 34 Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for their respective portions of works similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the employer such policies. The contractor shall not permit a nominated sub-contractor to commence work at site unless said insurance policies are submitted. In the event of failure, of the sub-contractor to take out such policy or policies of insurance before commencing the works at site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

Date of Commencement And Completion

35. The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix hereto or such later date as may be specified by the Employer and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Employer may desire to delay) on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

Damages for Non-completion

36. If the Contractor fails to maintain the required progress of the works and fails to complete the works by the completion time stipulated in the Contract or within

any extended time under time extension Clause 37 hereof and the employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor. The contractor hereby specifically agrees and authorizes the Employer to deduct such liquidated damages, if any, from any instalment of payment becoming due and payable to the contractor in terms of this contract or from the retention money. Liquidated damages at the rate of 0.25% per week of the actual value of the work shall be levied for the delay attributable to the contractor, subject to the ceiling of 10% of the contract value.

Delay And Extension of Time

37. If in the opinion of the Employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities, and/or Specification or (e) by reason of Employer's instructions as per Clause 2 hereof or (f) by reason of civil commotion, legal combination of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due time, necessary instructions from the Employer for which he shall have specifically applied in writing or (h) from other causes which the Employer may certify as beyond the control of Contractor or (i) in the event the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, the Employer may make a fair and reasonable extension of time for completion of the Contract works. In case of such strike or lock-out the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Employer to proceed with work.

If the contractor needs an extension of time for completion of the work or if the completion of work gets delayed for any reason beyond the due date of completion stipulated in the contract, the contractor shall apply to the employer for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time, contractor shall furnish the reasons in detail and his justification along with documentary evidence (copy of relevant pages of hindrance register), if any, for delays. Only that period of extension of time as granted by the employer (on receipt of the application from the contractor or even in absence of any such application certification as to the reasonableness of the grounds for delay) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and an authorised extension of time granted by the employer, the provision of liquidated damages as stated under clause 36 will become applicable.

Further, the contract shall remain in force even for the period beyond the due date of completion irrespective of whether the contractor has applied or not, for the grant of extension of time for completion unless the employer decides to terminate the contract. The delay for completion of work for any reason will not entail any right to the contractor to claim any revision of rates or any extra compensation for any reason.

Failure by Contractor to comply with Employer's instructions

38. If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further drawings/ instructions and the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

Termination of Contract by the Employer

39. If the Contractor being an individual or a firm commits any "act of insolvency", or shall be adjudged an insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator, in such acts of insolvency or winding up, as the case may be, shall be unable, within seven days after notice to him requiring him to do so, to show the reasonable satisfaction of the Employer that he is able to carry out and fulfil the Contract and to give security therefor, if so required by the Employer.

Or if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution or other process of Court attaching property to be issued against the Contractor,

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor,

Or shall assign or sublet this Contract without the consent in writing of the Employer first had and obtained,

Or shall charge or encumber this Contract or any payments due or which may become due to the Contractor hereunder,

Or if the Employer determine that the Contractor

- (i) has abandoned the Contract, or
- (ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or

- (iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or
- (v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the Estate or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realised. The Employer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

Termination of Contract by Contractor

40. If payment of the amount payable by the Employer under certificate of the Bank's engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Employer or

by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

In arriving at the amount of such payment, the net rates contained in the Contractor's original Tender shall be followed, or where the same may not apply, valuation shall be made in accordance with Clause 26 hereof.

Certificates and Payments

41. The Contractor shall be paid by the Employer from time to time by instalments under Interim Certificate to be issued by the Bank's engineer on account of the works executed, work to the approximate value named in the Appendix as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract. The Employer may, at his discretion, include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Employer shall have certified in writing that they have been completed, the contractor shall be paid the balance amount by the employer in accordance with the certificate to be issued by the Bank's engineer. The Contractor shall be entitled to the release of the Bank guarantee towards Security Deposit in accordance with the Final certificate to be issued in writing by the Employer at the expiration of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Employer of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 2 and 29 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials, to which it relates, are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Employer might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

The Employer shall have power to withhold any Certificate if the works or any parts thereof are not being carried out to his satisfaction.

The Employer may by any Certificate make any correction in any previous certificate which shall have been issued by him.

Payments shall be made within the period named in the Appendix as “Period for honouring Certificates” after such Certificates have been delivered to the Employer.

Delayed Payment

42. Any amounts payable by the Employer to the Contractor if not paid within the “Period for honouring Certificates” named in the Appendix, carry interest at the rate named in the Appendix as the “Rate of interest for delayed payment” from the date upon which such sum ought to have been paid by the Employer until the payment.

Matters to be finally determined by Employer

43. The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under Clauses 2, 9,16,21,28,39, 41 hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, Certificate or valuation of the Employer or any refusal of the Employer to give any of the same shall be subject to the right of arbitration and review under Clause 44 hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

Settlement of dispute by Arbitration

44. All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after the completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Employer who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Employer with respect to any of the excepted matters shall be final and without appeal as stated in Clause 43 hereof. But if either party be dissatisfied on any matter, except the excepted matter as above, the party may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

The arbitrator or arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.

The arbitrator or arbitrators, as the case may be, shall make his or their award within one year (or such further extended time as may be decided by him or

them as the case may be with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings, the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the arbitrator or the arbitrators, as the case may be, shall make an award in terms of such settlement or compromise.

Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator or arbitrators, as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid.

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

The award of the arbitrator or arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the arbitrator or arbitrators is given, abide by the decision of the Bank. No award of the arbitrator or arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

The venue of arbitration shall be Ahmedabad, INDIA.

Right of technical scrutiny of final bill

45. The Employer shall have a right to cause a technical examination of the works and the final bill of the Contractor including all supporting vouchers, abstracts etc. to be made at the time of payment of the final bill. If as a result of this examination or otherwise, any sum is found to have been overpaid or over-certified, it shall be lawful for the Employer to recover the sum.

Employer entitled to recover compensation paid to workmen

46. If, for any reason, the Employer is obliged, by virtue of the provision of the Workmen's Compensation Act, 1923, or any statutory modifications or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the

Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

Abandonment of Works

47. If at any time after acceptance of the tender, the Employer shall, for any reasons whatsoever, not require the whole or any part of the works to be carried out, the Employer shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

Return of surplus materials

48. Notwithstanding anything contained to the contrary in any or all the Clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchases made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Employer having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of any tax and other such levies paid by the Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permits and/or criminal breach of trust, be liable to the Employer for all moneys, advantages or profits resulting, or which in the usual courses would have resulted to him, by reason of such breach.

Right of Employer to terminate Contract in the event of death of Contractor, if individual

49. Without prejudice to any of the rights or remedies under this Contract, if the Contractor, being an individual, dies, the Employer shall have the option of terminating the Contract without incurring any liability for such termination.

Accident Reports

50. In the event of accidents of any kind, the Contractor shall furnish the report to Bank with copies of all accident reports. The reports shall be sent without delay and at the same time that they are forwarded to any other parties.

Marginal Notes

51. The notes in the box and in the catch lines hereto and in the annexures hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexures hereto.

SPECIAL CONDITIONS

Progress of Work

52. Upon award of work, the Contractor shall submit the bar chart/Gantt's chart for completion schedule within 15 days from the 10th day of issue of work order.
53. The Contractor shall submit, in writing, monthly reports showing current equipment delivery dates and anticipated completion dates for individual units.

54. **SEXUAL HARASSMENT OF WOMEN AT WORKPLACE**

A) The Contractor /Agency shall be solely responsible for full compliance with the provisions of the " Sexual Harassment of the women at workplace (Prevention, Prohibition and Redressal) Act, 2013". In case of any sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint.

B) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of the Regional Complaints Committee constituted by the Bank,

C) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.

D) The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

E) The contractor shall provide a complete and updated list of employees who are deployed within the Bank's premises.

55. **NON-DISCLOSURE CLAUSE**

The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipment etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details

of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.

The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

56. BOCW Act and BOCWWC Act :

The contractor shall ensure registration and compliance with the terms and conditions of the Building and Other Construction Workers (R&E&CS) Act, 1996 and Buildings & Other Construction Workers Welfare Cess Act 1996 (BOCWWC) as per the applicability.

57. Outsourcing (onshore/ offshore) of works/ purchases/ operations:

The contractor cannot undertake outsourcing of works/ purchases/ operations onshore or offshore without prior written permission of the Bank.

58. Sub-contracting

No performance of this contract may be subcontracted by the contractor without the express written consent of the Bank. Any attempt by the firm to subcontract any performance of the contract without the express written consent of the Bank shall be invalid and shall constitute a breach of this contract.

59. Adherence to the provisions of applicable labour laws

Adherence to the provisions of applicable labour laws such as Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act 1948, Employees State Insurance Act 1948, Equal Remuneration Act 1976; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Employment of Children Act, 1938, Maternity Benefit Act and/or any other rules/regulations and/or statutes that may be applicable to them and rules made there under.

60. Successful tenderer shall employ only reliable workers and carry out police verification at their own cost. In case of any untoward incident on the part of worker, the contractor will be totally responsible and initiate action to set it right.

I/We hereby declare that I/we have read and understood the above instructions for guidance of tenderers.

Place:

Signature of tenderer with seal:

Date:

Address:

Contact nos.:

Section (V) - Appendix Hereinbefore Referred To

1.	Defects Liability Period	05 Years from the date of Virtual Completion Certificate .
2.	Period of Final Measurement	3 months
3.	Date of Commencement	10 th day from the date of letter of award of work.
4.	Date of Completion	The date of installation of solar meter from the discom and connection of solar power plant with the grid shall be reckoned as the date of handing over of solar power plant.
5.	Liquidated damages for delay in completion of work	@0.25% per week of the actual value of the work for the delay attributable to the contractor, subject to the ceiling of 10% of the contract value. .
7.	Period for honouring certificates	3 months
8.	Interest for delayed payment	3% per annum

Section VI- Technical Specifications and Schedule of Work

6.0 Scope of Work

The extent of the work shown and specified hereunder is defined to include all labour, materials, equipment, and supervision required for the design, fabrication, supply, installation, testing and commissioning of the complete solar power generation system, and subsequent upkeep and maintenance as defined.

- A. The 20 kWp Solar PV System shall be installed on the terrace of the residential block at Bank's Parag Colony, Navrangpura, Ahmedabad, Gujarat. The system shall be installed as per the site requirements, either as a single 20 kWp Solar PV System or as two separate systems of suitable capacity, collectively aggregating to 20 kWp, or as otherwise directed by the Bank's Engineer.
- B. The final configuration, arrangement and installation methodology shall be decided based on the available terrace space, site conditions and technical requirements, with the approval of the Bank's Engineer.
- C. The necessary provision for ensuring adequate mechanical strength and structural stability of the system shall be entirely within the scope of the firm. Accordingly, the firm shall provide all necessary standard mechanical supports, additional supports, brackets, reinforcements, or modifications to the existing supports, as required for proper and safe installation of the system.
- D. All such works shall be deemed to be included in the scope of the firm, and no additional payment shall be made by the Bank on this account.
- E. Generation of Solar Energy:** 3.2876 kWh per day/kWp, conversion of the same to AC power with a guaranteed annual generation of 24,000 kWh per year during the first ten years of operation at Bank's power grid synchronization point including:
 - (a) Design, Manufacturing, Factory Acceptance Test (FAT), supply, installation, testing and commissioning of bifacial Solar PV Modules (inclusive of Electrical, Electronic and Mechanical features) along with Power Conditioning Units (PCUs), as required and specified. Installation shall consist of terminators, cables, JB's, MCBs, Relays, CTs, PTs, SPDs, Gateway interfaces etc. as per requirement to make the system operational in all respect and should be able to convey meaningful data.
 - (b) Design, Supply and installation of Module mounting structure / super structure on identified locations. The successful tenderer shall design their SPV Panel structure with Hot dipped galvanised steel and cement concrete

(CC) foundation suitable for site condition. Design of SPV structure shall be certified /vetted by a recognized Govt. Engineering College viz. IIT / NIT etc. or by a reputed structural consultant and submitted for approval before taking up the structure and foundation works. The successful tenderer shall carry out Shadow Analysis at the site and accordingly design strings & arrays layout considering optimal usage of space, material and labour. The bidder should submit the array layout drawings along with Shadow Analysis Report to Bank before start of work at site.

- (c) Supply, installation, testing and commissioning of three phase Power Conditioning Units (PCU) (i.e., inverter plus local grid synchronizing system), DC/ AC distribution panels, electrical switchgears, inverters, metering and connecting the system to the switch gear (MCB/Distribution Board) provided by the Bank for load and connecting up the system to the electrical grid, surge protection units, earthing etc. as required.
- (d) Supply and laying of all power and control cables, as per site requirement, on prefabricated GI cable trays including supply of cable trays, their installation, hangers, supports, cable terminations and all fixing accessories.
- (e) Earthing: Chemical Earthing: Supply and installation of 03 nos. Chemical earthing system with a copper bonded (on low carbon, high tensile steel rod) earthing electrode minimum 3 m long and 80 mm dia with copper coating of minimum 250 micron as per IEC 62561-2 with back filling compound as per IEC 62561-7. 25x5 mm GI earth strip shall be provided from earthing station to the entire system. Earthing stations shall be provided with testing point for every pits as per relevant IS with proper clamping and bolting using copper clamps and brass nut- bolts, including cutting of roads / paved areas & making good the damages as in original shape.
The cap over the Cu bonded electrode and earth test point, connection shall be housed in a masonry chamber 6" above normal ground level of size, and including making an earth test point using 25 mm x 3 mm copper strip (approx. 200 mm in length). The masonry chamber shall be provided with MS Chequered plate 6 mm thick x 300mm L x 300 mm B inspection cover with hinges resting over a MS. frame, embedded in masonry and as per IS 3043.
- (f) Testing and commissioning of the entire system including synchronizing with power grid and operation as required. The installation shall include the electrical switchgears, cabling, terminations, cable trays, inverters, metering and connecting the system to the electrical grid.
- (g) The PV modules shall be installed with the necessary tilt with the most effective orientation
- (h) All related & required civil works will be the responsibility of successful tenderer.
- (i) Solar System capacity shall be demonstrated to the Bank's Engineer.

- (j) Onsite training to RBI Engineers and Workmen for proper operation, maintenance and trouble shooting.
- (k) Provision for periodic cleaning of the solar panels considering the ambient conditions of the site once in a month during Defect liability period of 05 years. Water connection at the same floor at one point shall be provided by Bank.
- (l) Lightning arrester: Supply and installation of spike Lightning arrestor (multi point charge collector) connected to dedicated earthing station with copper coating of min 250 micron on low carbon steel, with support rod of 14-20 mm dia. and base plate of min 75mm x 75mm as per IEC 62305 standards.
- (m) The scope shall also include the required liaison with local electricity authority / Supply Company and / or with any other applicable authority for the connection of solar power plant in existing bi-directional meter for HT supply in the building. The bidder will pay the fees / charges, if any, to the power supply authority or any other authority as applicable for providing Net Metering for this work and the Bank will reimburse the said fees / charges on production of original receipts of such payment.
- (n) The bidder must take approval/NOC from the concerned local supply authority/any other statutory authority as applicable for above cited grid tied solar plant towards connectivity required if any. and submit the same to the Bank before commissioning of SPV plant.

F. All Inclusive Upkeep & Maintenance during Defect Liability

During the Defect Liability period of 05 years , the contractor shall provide the all-Inclusive Upkeep & Maintenance services of the entire system as provided, including all spares and consumables. The system shall be maintained by the contractor for a period of minimum 05 years from the date of handing over. In addition to the monthly cleaning of the Panels, qualified engineer of the contractor shall pay visit to the site at least once a quarter to check the system thoroughly and conduct preventive maintenance.

Service to be provided by the Bank:

Unless otherwise agreed by RBI, only the following services shall be provided in connection with this work:

- (a) Single point water source for cleaning of SPV panels near to the solar system. Further plumbing for distribution of water to various array locations, if required, to be provided by the contractor.
- (b) Provision of necessary switchgear in the LT distribution panel for connecting the solar energy based AC power to the grid. However, the termination of cable to the switchgear shall be in the scope of the successful tenderer.

6.1 MINIMAL TECHNICAL REQUIREMENTS / STANDARDS FOR SPV ITEMS / SYSTEMS

6.1.1 PV Modules/ Power Conditioning Units (PCU):

(a) The PV modules must confirm to the latest edition of any of the following IEC/ equivalent BIS Standards for PV module design qualification and type approval:

Bifacial Mono PERC (Passivated Emitter and rear cell) Silicon Terrestrial PV Modules: IEC 61215 (Ed. 2)/ IS14286

(b) The Solar PV modules should be supplied from the list of manufacturers and models of solar PV modules under ALMM order of Ministry of New and Renewable Energy (MNRE), Government of India, as on dated 31/08/2024 or updated afterwards.

(c) In addition, the modules must conform to IEC 61730 Part 1- requirements for construction & Part 2 - requirements for testing, for safety qualification or Equivalent IS.

(d) PV modules shall be suitable to be used in a highly corrosive atmosphere (coastal areas, etc.) must qualify Salt Mist Corrosion Testing as per IEC 61701 / IS 61701.

(e) PCU must follow all the national/international standards, safety standards. The Bank will be checking all the standard certificates.

(f) PCU shall be designed as per the number of PV modules.

(g) PCU shall be as per latest specification as per instructions/guidelines of MNRE applicable at the time of submission of bid and also at the time of supply.

(h) The total capacity of the PCU shall not be less than the capacity of the Solar Power Plant.

(i) PCU shall be capable of complete automatic operation including wake-up synchronization & shutdown.

(j) The output of power factor of PCU is suitable for all voltage ranges or sink of reactive power, inverter should have internal protection arrangement against any sustainable fault in feeder line and against the lightning on feeder.

(k) Anti-islanding (Protection against Islanding of grid): The PCU shall have anti islanding protection in conformity to IEEE 1547/UL 1741/ IEC 62116/IS16169 or equivalent BIS standard.

(l) In PCU, there shall be a direct current isolation provided at the output by means of a suitable isolating transformer.

(m) The MPPT units environmental testing should qualify IEC 60068-2 (1, 2, 14, 30)/ Equivalent BIS std. The junction boxes/ enclosures should be IP 65 (for outdoor)/ IP 54 (indoor) and as per IEC 529 specifications.

(n) If Micro Inverters are used then there is no requirement of DC Cables, DCDB and AJB

(o) The PCU should be installed near the SPV module and should have

protection from water & dust and shall withstand at a temperature of 65 degree Centigrade.

6.2 RELEVANT STANDARD OF SYSTEM/ COMPONENTS/ ITEMS

6.2.1 The system/ components/ items of the SPV power systems/ systems deployed must conform to the latest edition of IEC/ Equivalent BIS Standards/ MNRE specifications / as specified below:

System/ components/ items	Applicable BIS /Equivalent IEC Standard Or MNRE Specifications	
	Standard Description	Standard Number
Charge Controller / Maximum peak power transfer (MPPT) units	Environmental Testing	IEC 60068-2 (1,2,14,30) / Equivalent BIS Std.
Power Conditioners/ Inverters including (Maximum peak power transfer) MPPT and Protections	Efficiency Measurements	IEC 61683 / IS 61683
	Environmental Testing	IEC 60068-2 (1, 2, 14, 30) /Equivalent BIS Std.
	Procedure of islanding prevention measures	IEC 62116
Cables	General Test and Measuring Method PVC insulated cables for working voltage up to and including 1100 V and UV resistant for outdoor installation	IEC 60227 / IS 694 IEC 60502 / IS 1554 (Pt. I & II)
Switches/Circuit Breakers /Connectors	General Requirements connectors – safety A.C. /D.C.	IEC 60947 part I, II, III / IS 60947 Part I, II, III EN 50521
Junction Boxes/ Enclosures for Inverters/ Charge Controllers/ Luminaries	General Requirements	IP 65(for outdoor)/ IP 21(for indoor) as per IEC 529
Earthing	Pit and distribution	IS 3043:2018

6.3 AUTHORISED TESTING LABORATORIES / CENTERS

6.3.1 The PV modules must be tested and approved by one of the IEC authorized test centres. Test certificates can be issued by any of the NABL / BIS Accredited Testing / Calibration Laboratories.

6.3.2 Test certificates for the system/ components/ items from any of the NABL / BIS Accredited Testing Calibration Laboratories / MNRE approved test centres to

be submitted to the Bank.

6.4 IDENTIFICATION AND TRACEABILITY

Each PV module used in the solar power project must use a RF identification tag (RFID), which must contain the following information. The RFID can be inside or outside the module laminate but must be able to withstand harsh environmental conditions.

- a) Name of the manufacturer of PV Module
- b) Name of the Manufacturer of Solar cells of PV Module
- c) Month and year of the manufacture (separately for solar cells and module).
- d) Country of origin (separately for solar cells and module)
- e) I-V curve for the module
- f) Peak Wattage, I_m , V_m and field factor (FF) for the module
- g) Unique Serial No. and Model No. of the module
- h) Date and year of obtaining IEC PV module qualification certificate
- i) Name of the test lab issuing IEC certificate
- j) Other relevant information on traceability of solar cells and module as per ISO 9000 series.

Note: - The RFID must be placed inside the module laminate.

6.5 The contractor shall execute the whole & every part of the work in the most substantial manner and both as regard to materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also confirm the execution of work exactly, fully and faithfully to designs, drawings & instructions in writing in respect of the work assigned by the Bank's Engineer.

6.6 ACTIONS TO BE TAKEN BY THE SUCCESSFUL TENDERER AFTER AWARD OF WORK

6.6.1 Considering that time is the essence of the contract, the successful tenderer shall take the following actions immediately –

- a) They shall contact the Bank's Engineer in charge of the work, immediately after award of work and submit the agreement on non-judicial stamp paper of adequate value as per the relevant stamp act and the cost of the same shall be completely borne by the tenderer.
- b) All the required submittals must be completed within 15 days from the date of issue of work order.
- c) A programme chart shall be prepared for execution of the work within specified time and submitted to the Bank. The work-schedule chart/ bar-chart shall also include the time schedule for commencement of various activities of work like inspection & delivery of materials, commencement of work, completion of work etc. required for the execution & timely completion of work.

6.6.2 All activities for execution of work shall strictly follow the programme chart so finalized unless advised otherwise by the Bank's Engineer in writing. It shall be the responsibility of the contractor to adhere to this work-schedule and complete the work in the specified time. Any deviation from this schedule, for any reason, shall be brought to the notice of the Bank's Engineer immediately to enable him to take necessary corrective action(s). Failure to submit the work schedule chart within the specified time or meeting the various committed deadlines shall be treated as delay on the part of the tenderer.

6.6.3 Drawings indicating the design of Solar Power Generation System proposed along with designs for structures / foundations for SPV array shall be submitted to the Bank's Engineer, for approval, within fifteen (15) days of the receipt of work order. The drawings shall indicate all relevant details about the component/equipment etc. The contractor shall submit all equipment information, which should include but not limited to the following and obtain approval:

- a) General arrangement and dimensional layout
- b) Schematic Drawing showing the SPV System, Power conditioning Unit(s), Circuit breakers, Junction Boxes, AC and DC Distribution Boards, meters etc.
- c) Structural drawing along with foundation details for the structure.
- d) Itemised bill of material for complete SPV system covering all the components and associated accessories.

6.7 Testing of equipment/system: Type test certificates for all the tests specified for the factory built Solar PV modules and the component parts shall be submitted by the Bidder along with the bid.

6.8.1 Factory Acceptance Test (FAT) of equipment: Delivery of equipment is to be made to the site in accordance with the programme finalized in consultation with Bank's Engineer. The equipment shall be delivered only after pre-delivery inspection has been carried out by RBI's authorized representative. Pre-delivery inspection of equipment shall be carried at the factory premises of Factory. The Bank shall be informed of such inspection at least 07 days in advance.

6.8.2 Testing at site after completion of installation: On completion of the installation, the tenderer shall conduct a system acceptance test. The tenderer shall propose a detail system acceptance test plan, which shall be jointly reviewed by RBI and the tenderer.

- a) All units shall on their completion, be subjected to a performance test followed by an acceptance inspection and tests to determine that all parts of the installation confirm to the requirement and that all equipments function as required and the work has been carried out as specified.
- b) Tests and inspections shall be made by the contractor in the presence of the Bank's Engineer. Contractor shall notify the Bank's Engineer in writing before the date of testing in order to facilitate arrangements for Bank's Engineer to be present.

- c) The contractor shall submit proposed testing procedure to the Bank's Engineer before the date of testing.
- d) All test instruments and personnel to carry out the testing and commissioning shall be provided by the contractor. Adequate supervision of the tests shall also be maintained.
- e) Corrective measures, if necessary, shall be carried out at no cost to the Bank.
- f) Performance Test at Site: After installation of the complete system, its operating capability shall be demonstrated. The contractor shall provide personnel, tools, etc. for testing. The performance test shall be conducted in the presence of Bank's Engineer or his authorized representative for a minimum of (10) ten hours for ten working days as per the following: -
 - (i) Measurement of peak DC & AC power generated shall be taken every day for 10 working days at available load condition.
 - (ii) Auto operation of the complete system Correction of unsatisfactory operation during test period, if any deficiencies or variations in the design, fabrication or operation causing unsatisfactory performance is noticed, then same shall be corrected to provide satisfactory performance. Manufacturer / Contractor shall have appropriate
 - (iii) service personnel at site during the test period to service or adjust the systems equipment as required.

6.8.3 Acceptance of system: After completion of the system performance tests a joint acceptance inspection shall be carried out by Bank's Engineer and the representative of the contractor. The purpose of this inspection shall be to determine that the system has been furnished and installed as specified. If the system is not acceptable for reasons of non-compliance to the drawings and specifications, the contractor shall make immediate corrections within the construction schedule. A final acceptance inspection shall be done to determine all corrections have been made.

6.9 TRAINING

The contractor shall include in his tender cost of training of Bank's technical staff. Initial training of operating and maintenance personnel shall be provided at site to ensure competence in the operation and maintenance of the system provided. The training programme shall include but not limited to the following elements:

6.9.1 OPERATING TRAINING

- a) System description including electrical, electronic and mechanical sub-system and their functions.
- b) System operating procedures.
- c) System operating characteristics.
- d) System limitations.
- e) On-site system operation.

6.9.2 MAINTENANCE TRAINING

- a) System description including electrical, electronic and mechanical sub-systems and their functions.
- b) System and component trouble-shooting
- c) On-site inspection, operation and maintenance
- d) Schedule of maintenance, safety checks and procedures.

6.10 DETAILED SPECIFICATIONS

Solar PV system shall consist required number of PV modules, module mounting structures, Power Conditioning Unit (PCU) with data logger, Junction box and distribution boards, cables and hardware, earthing, surge arrestors, tool kit, related civil works, and control & monitoring system etc. The specifications of these items are as under:

6.10.1 Bifacial Solar PV Modules:

- a) The bifacial solar photo-voltaic module of ≥ 500 Wp power output under STC to be provided with high efficiency of more than 20% Bifacial Mono passivated and rear cell (PERC) solar cells.
- b) The solar cell shall have surface anti-reflective coating to help to absorb more light in all weather conditions.
- c) It should have rugged design to withstand tough environmental conditions and high wind speeds (over 150 km/h). It shall perform satisfactorily in relative humidity up to 95% and temperature between 10 deg C and 85 deg C.
- d) PV modules must be designed 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.
- e) The PV module should be IEC 61215-Ed 2 & 61730-1&2 / UL certified and with MNRE (GOI)-SEC test certificate or from other accredited / approved labs. The I-V characteristics of all suitable modules as per specifications, to be used in the systems are required to be submitted at the time of supply.

6.10.2 Module Mounting Structures:

- a) The module mounting structure to be designed in such a way that it will occupy minimum space without sacrificing the output from suitable number of solar modules in series.
- b) The structure shall be designed to allow easy replacement of any module & shall be in line with the site requirements. The structure design shall also ensure that bifacial property of the Solar panels are not hindered.
- c) The frames and leg assemblies of the mounting structure should be of standard M.S. sections of angle, channel, tubes and any other sections conforming to IS: 2062. These structures should be hot dip galvanized for the long life in external weather conditions.

- d) The mounting structure should be of Fixed Type, Tilt angle suitable to site, Foundation PCC, Fixing type with SS 304 fastener with clamp fitted to provide rigidity to the structure.
- e) Galvanized Steel Structural must be considered for all type structural steel proposed for the power system.
- f) The array structure shall be grounded properly using earthing kit.
- g) Design drawings with material selected shall be submitted for prior approval of Bank.

6.10.3 PCU / MPPT/ INVERTER:

- a) PCU/ MPPT and 3 phase with neutral inverter shall be supplied as integrated unit depending upon the size of the solar power system. It should conform to IEC61683 and must additionally conform to the relevant national/ international Electrical Safety Standards IEC60068-2. To minimize power losses the PCU should be microprocessor & micro controller based having inverter, which converts DC energy produced by the solar array to 3 phase with neutral AC energy.
- b) The PCU shall be mounted either on a suitable MS stand on the floor or on the wall with proper supports in the control room. All cable entry to and from the PCU shall be fully sheathed to prevent access of rodents, termites or other insects into the PCU from bottom/top of the PCU.
- c) PCU should preferably be communicating on the Modbus TCP Protocol and should be provided with Ethernet port(s) for communication. The Modbus register mapping details of the inverter shall be provided to the Bank along with the technical specifications of the PCU in the tender Part-I.
- d) The PCU should provide the following minimum Indications (through LEDs & LCD display)
 - Inverter ON
 - Grid ON
 - Inverter under voltage/over voltage
 - Inverter over load
 - Inverter over temperature.
- e) Protections:
 - Over voltage both at input & output
 - Over current both at input & output
 - Over/under Grid frequency
 - Over temperature
 - Short circuit
 - Protection against lightening
 - Surge voltage induced at output due to external source.
- f) The inverter shall be designed for continuous, reliable power supply as per specifications. The inverter shall have high conversion efficiency from

25 percent load to the full rated load. Output Sine wave with less than 3% THD from no load to full load at 0.8 pf lag or lead. The efficiency of the inverter shall be more than 92% at full load and more than 80% at partial load (50%-75%). The supplier shall specify the conversion efficiency in the offer.

- g) The inverter should be capable of operating under ambient temperature 0- 55 deg C, Humidity 0-95% RH
- h) The inverter shall have internal protection arrangement against any sustained fault in the feeder. The inverter shall have provision for input & output isolation.
- i) Inverter shall be tested for islanding protection performance and should be provided. When the mains power is off, the PCU should also get automatically off so that back-feeding to the grid is not possible.
- j) The software (Plant Manager & PC for remote monitoring through LAN) and hardware except PC, required for interfacing the system are to be supplied.

OR

The SIM based tracker device with the SIM registered in the name of the firm is to be provided for each inverter system. The relevant charges for the same during DLP period of 05 years may be included in the bid to be submitted for the tender.

- k) Maximum Power Point Tracker (MPPT) shall be integrated into the PCU to maximize energy drawn from the Solar PV array. The details of working mechanism of MPPT shall be furnished. Each solid-state electronic device shall have to be protected to ensure long life of the inverter as well as smooth functioning of the inverter.
- l) The dimension, weight, foundation, makes details etc. of the PCU shall be clearly indicated in the detailed technical document. Good quality & reputed proven makes having minimum two years of trouble-free successful functioning in similar solar PV system should be supplied.
- m) The PCU shall be capable of complete automatic operation, including wake-up, synchronization & shut down
- n) Built-in with data logging to remotely monitor system performance through external PC shall be provided (PC shall be provided by Bank)

OR

Built-in with data logging to the SIM based tracker device to monitor system performance through App. Also refer para 7.1.1 for PCU.

6.10.4 Junction box and distribution boards:

- a) The junction boxes should be dust, vermin & waterproof & made of FRP/ABS plastic for outdoor use and IP 65 rated (for outdoor) / IP 21 (for indoor) and IEC 62208, for long-term use in PV systems. In addition, the

direct connection between the strings and the spring clamp connectors should ensure a durable and safe installation.

- b) The junction boxes shall have suitable cable entry points fitted with cable glands of appropriate sizes for both incoming & outgoing cables. Suitable markings shall be provided on the bus bar for easy identification & cable ferrules shall be fitted at the cable termination points for identification.

6.10.5 Cables and hardware:

- a) Flexible copper cables of appropriate size and voltage rating of 660/1000V to be used in the system and shall conform to IS 694/1554 standards. The cable should have excellent resistance to heat, cold, water, oil, abrasion, UV radiation.
- b) Required sizes of flexible copper cables between array interconnections, array to junction boxes, junction boxes to Inverter and copper armoured cable from inverter / AC DB to location of propose Net Meter/ power synchronise etc. shall be so selected to keep the voltage drop (power loss) of the entire solar system to the minimum. The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use.
- c) Cable Routing/ Marking: All DC cable/wires are to be routed in a GI cable tray and suitably tagged and marked with proper manner by good quality ferule or by other means so that the cable easily identified.
- d) As per site requirement Cable laying through underground / across the road by providing necessary GI pipe is within the scope of work of the tenderer.
- e) The Cable should be so selected that it should be compatible up to the life of the solar PV panels i.e. 25 years.

6.10.6 Instrumentation, measurement and monitoring:-

The scope of work shall be compatible with PCU. The scope of work shall include for supply and installation of pyrometer, temperature probes for recording the solar panel temperature, anemometer for measuring the wind speed. All these instruments shall be integrated and the data should be logged for viewing on the PC screen. Necessary software also shall be provided for the same.

Data Logging Provision for system monitoring, time and date stamped system data logs for analysis shall be made.

Metering and Instrumentation for display of systems parameters and status indication to be provided.

PV array energy production: Digital Energy Meters to log the actual value of AC/ DC voltage, Current & Energy generated (each day / cumulatively) by the PV system shall be provided. Energy meter along

with CT/PT should be of 0.2 accuracy class or accuracy class as supplied by the distribution company shall be provided.

Solar Irradiance: An integrating Pyranometer (Class II or better) shall be provided, with the sensor mounted in the plane of the array. Readout integrated with data logging system.

Temperature: Temperature probes for recording the Solar panel temperature and ambient temperature to be provided complete with readouts integrated with the data logging system.

Wind Speed: An integrated wind speed measurement unit to be provided.

All major parameters available on the digital bus and logging facility for energy auditing shall be available on the PC display.

The following parameters should be accessible via the operating interface display.

- a) AC Voltage.
- b) AC Output current.
- c) Output Power
- d) DC Input Voltage.
- e) DC Input Current.
- f) Time Active
- g) Time disabled.
- h) Time Idle
- i) Temperatures (oC).
- j) Inverter Status.

6.11.1 System protections requirements: Protective function limits (Viz-AC Over voltage, AC Under voltage, over frequency, under frequency, ground fault, PV starting voltage, PV stopping voltage, over voltage delay, under voltage delay, Ground fault delay, PV starting delay, PV stopping delay) shall be provided.

6.11.2 In addition to above, the system shall be provided with the following:

- a) **Earthing:** The structure of the PV arrays will be grounded properly using adequate number of earthing. All metal casing / shielding of the system shall be thoroughly grounded to ensure safety of the solar systems.
- b) **Lightning and O/V protection:** The SPV systems shall be provided with lightning & over voltage protection. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub- system components. The source of over voltage can be lightning, atmosphere disturbances etc.
- c) All wiring/cables should be in proper conduit or suitable casing and wires should not be hanging loose.
- d) All connections are to be made through suitable

- cable/lug/terminals; crimped properly & with use of Cable Glands.
- e) Switches / Circuit Breakers / Connectors-safety IS/ IEC 60947 part I, II & III, EN 50521
 - f) Fuses to be provided to protect against short circuit conditions.
 - g) Details of solar power system design and layout for all systems shall be submitted along with Technical bid (Part-I).
 - h) All the components of the systems viz PV modules, Electronics, etc should have type approval / test certificates **as per MNRE guide lines**.
 - i) All components and materials used in the system should be of good quality & conform to the BIS / IEC standards / specifications, wherever available / applicable.
 - j) Each system should have number plate with name & logo of the manufacturer and the month / year of installation.
 - k) Operation and Maintenance / Instruction Manual (with Do's and Don'ts) to be provided with each system.
 - l) Danger boards should be provided as and where necessary as per IE Act/ IE rules as amended up to date.

6.11.3 ENVIRONMENT/MAINTENANCE/ SAFETY DESIGN PARAMETERS

(i) Environment

All components and materials are to be designed and selected for long service life under local environment conditions.

(ii) Maintenance consideration

- a) Particular attention shall be given to keep components simple, rugged and easily accessible for routine maintenance and components replacement.
- b) Major assemblies and components such as, electrical components/controls shall be interchangeable and easily removable/replaceable without extensive dismantling of other assemblies of components.
- c) All wiring shall be of a uniform colour coding and marking system throughout indicating wiring terminations to permit rapid effective tracing and trouble shooting. Maintenance manual shall reflect said colour coding/markings.
- d) To facilitate identification, each item of equipment shall have a name plate of corrosion resistant metal attached in a conspicuous location.

(iii) Safety considerations

All components shall be designed to have fail proof performance. In the event of an equipment failure or external influence such as improper operation, power failure or other adverse conditions affecting the proper function of the system or equipment, the said system or equipment shall revert to a safe state. Inverter shall be tested for islanding protection

performance. When the Grid mains power is off, the PCU should also get automatically off so that back-feeding to the grid is not possible.

Place:

Date:

Seal & signature of the Tenderer

Section (VII)
Schedule of Technical Information & Technical Checklist
 (To Be filled by the Bidder)

Table A. Schedule of Technical Information

i)	Enclose a write up on the system design proposed for this project specifically indicating how the power generated from the solar energy will be synchronized with the local grid.	
ii)	Enclose a single line diagram (SLD) / schematic layout for the proposal indicating the ratings and quantity of major components viz. SPV Modules, nos. of arrays, AC & DC distributions, PCUs etc.	
iii)	Enclose the proposed layout of the SPV module array showing the spacing between arrays, walk way width etc.	
iv)	Confirm the minimum guaranteed annualized energy (KWH/year) that will be generated from solar energy source and available for internal use for 20 years.	Table B
v)	Confirm the area required by the bidder for installation of SPV panels along with its structure, maintenance, walk ways to provide a generating capacity of per KWp basis as required in the tender.	Total area in sqm. _____
vi)	Enclose drawing showing typical arrangement for mounting of SPV modules along with dimension and nature of foundation.	(plan, elevation and section to be enclosed)
vii)	Confirm the total quantum of AC power to be available from the installed SPV Modules	kVA
viii)	Confirm the location of meters to be provided for continuous measurement of AC power generated.	
ix)	Please confirm the acceptance test procedures to be adopted during FAT for the SPV Modules. Also indicate the standard to be followed.	
x)	Please confirm the acceptance test procedure to be adopted on completion of the work for the major components and the complete system at site.	

A	SPV MODULE	
i.	Manufacture's Name & Address	
ii.	Type of Modules with cat. Reference	
iii.	Design of module at standard test condition	
	a) Peak power watt	
	b) Peak power voltage	
	c) Peak power current	
	d) Open circuit voltage	
iv.	No. of SPV Modules proposed to achieve minimum kWp DC power	
v.	Short circuit current of PV module (Amp.)	
vi.	Open circuit voltage of PV Module (V)	
vii.	Max. power rating of one PV Module (KWp) (not less than 500 Wp)	
viii.	Photo electrical conversion efficiency of SPV module (not less than 15%)	
ix.	Fill factor of the SPV module (> 0.70)	
x	Designated life of the SPV modules	
xi.	Overall dimensions (in mm)	
xii.	Weight	
xiii	Frame materials	
xiv.	Reference of Standards / approval, if any	
xv.	Life of SPV Module (Years of Operation)	
B	PV ARRAY CAPACITY	
i.	Number of Module in series in each array	
ii.	Peak power rating of one array	
iii.	Number of arrays considered to achieve the specified output	
C	MODULE MOUNTING STRUCTURE	
i)	Type of structure and its materials used in frame and accessories	
ii)	Type of mounting structures (Fixed or any other type)	
iii)	Overall dimensions	
iv)	Type of mounting	
v)	Surface azimuth angle of PV Modules	
vi)	Tilt angle (Slope) of PV module	
vii)	Confirm structure & module frame shall be designed at wind speed 150 km/hr.	

D	POWER CONDITIONING UNITS (PCUs)	
i.	Manufacturer's name & address	
ii.	Type of PCU (Centralized or string type)	
iii.	Number of units proposed for each set of solar plant.	
iv.	Rated capacity of PCU	
v.	Input DC Voltage range	
vi.	Output voltage	
vii.	Frequency	
viii.	Minimum efficiency at full load	
ix.	Location (outdoor / indoor)	
x.	Output wave shape	
xi.	Dimensions in mm	
xii.	IP protection level	
xiii.	Type of cooling required	
xiv.	Type of mounting	
xv.	Suitability for specified Ambient Temp. range & Humidity	
xvi.	Type of Protection provided at	
	a. Over Load Condition	Yes/No
	b. Short Circuit Protection	Yes/No
	c. Low/High Voltage Protection	Yes/No
	d. Power Electronic Component Protection	Yes/No
E.	METERING	
i.	Nos. of meters proposed to be provided for measurement of actual value of AC/ DC voltage, Current & Energy generated (each day / cumulatively) by the PV system shall be provided.	
ii.	Location of meters	
iii.	Manufacturer's name & address	
iv.	Confirm compliance with laid down specification	

Place:

Signature and seal of the contractor

Date:

Table B: Minimum guaranteed annualized energy (KWH/year) from solar power plant for 25 years.

Year	Total (kWh) of guaranteed generation
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Year 8	
Year 9	
Year 10	
Year 11	
Year 12	
Year 13	
Year 14	
Year 15	
Year 16	
Year 17	
Year 18	
Year 19	
Year 20	
Year 21	
Year 22	
Year 23	
Year 24	
Year 25	

<u>Table C: List of make of materials offered</u> (To be filled by the bidder and submitted along with Part – I)			
Sr. No.	Name of Item	Approved Makes	Makes offered by contractor
1	Solar Panels	Adani , Tata , Waaree	
2	AC/ DC cables/ wires	Finolex/ Polycab/ Lapp or approved equivalent	
3.	MCBs/ RCCBs/ DBs/ Contactors/ Surge Protection Devices.	Legrand/ Schneider/ ABB /Siemens/ Hager/ L&T/ Eaton or approved equivalent	
4	Conduits and PVC boxes	Precision/ Prestoplast/ BEC/ AKG/ Anchor/ Finolex or approved equivalent	
5	Chemical earthing	OBO Betterman or approved equivalent	
6	DCDB Junction box	Phoenix/ Eaton/ Legrand/ Hensel or approved equivalent	
7	ACDB Junction box	Schneider/Phoneix/ Legrand or approved equivalent	
8	Lugs & glands	Dowell/ Comet or approved equivalent	
9	PCU/ Solar Inverter/ MPPT	EnPhase/ SMA/ Solar Edge/ Hitachi/ Yaskawa/ Delta/ ABB/ Fronius/ Mitsubishi/ Vertiv/ Siemens or approved equivalent	

Place:

Signature and seal of the contractor

Date:

Table D: Schedule of Technical Deviations if any

We confirm that all technical terms and conditions and specifications of the Bank except for deviations listed below are acceptable to us.

Sr. No.	Section No.	Clause No.	Deviation proposed
1	2	3	4

Seal of companySignature

Name

Designation

Date

Section (VIII)

Commercial Check List

**Design, Supply, Installation, Testing and Commissioning of solar photo voltaic (SPV)
based 20 kWp grid interactive solar power plant at Bank's "PARAG" colony in
Navrangpura , Ahmedabad**

Sr. No.	Description	Bank's Terms	Acceptance of Bank's terms by Tenderer (Yes/No)
1	Validity	90 days from the date of opening of Part – I	
2	EMD	₹ 17,200/-	
3	Terms of payment	As per clause 22 , Section II of the tender document	
4	Technical specifications	As per tender, Section VII	
5	Warranty Period	05 years from the date of handing over of the solar power plant including defective material & workmanship.	
7	Service after sales	As per clause 21.7 , Section II of the tender document	
8	Completion period	60 days from 10th day of letter of award of work.	
9	Liquidated damages	As per clause 19.4 , Section II of the tender document	
10	Penalty for delay in providing maintenance service	As per clause 21.7 , Section II of the tender document	
11	Service facility	Shall be available at Ahmedabad,Gujarat and approachable on telephone, mobile ,e-mail	

Part II should not contain any terms and conditions but only priced bill of quantity. Terms and conditions, if any, incorporated in Part II, will make the tender liable for rejection.

Place

Date

Signature of Contractor with Seal of the firm
Name & Designation

Section (IX)

Unpriced Bill of Quantity

**Design, Supply, Installation, Testing and Commissioning of solar photo voltaic (SPV)
based 20 kWp grid interactive solar power plant at Bank's "PARAG" colony in
Navrangpura , Ahmedabad**

Sr. No	Description of Item	Qty	UoM
1	Design, manufacturing, supply, installation, Testing and Commissioning of solar photovoltaic based 20 KWp capacity grid interactive rooftop Solar Power plant at Bank's "PARAG" colony in Navrangpura., Ahmedabad,Gujarat The system shall have guaranteed annualized AC energy output of 24,000 Kilo watt hour (kWh) per year during the first ten years of operation. The rate shall include for all the material required including required quantities of SPV modules (min. module efficiency= 20% & min. module capacity of 500 Wp) formed into arrays, their mounting arrangement, power conditioning units, required DC & AC distribution panels with MCB/ MCCBs, surge protection units, AC and DC cabling work (up to AC distribution panel), data loggers along with PC based arrangement for system performance monitoring, three sets of Chemical/ Compound earthing using copper coated earth electrode of dia. 80mm & length approx. 3.0 meter at least at a depth of 10 feet, 50 kg of earth enhancing compound for each earthing including earthing chamber with GI cover plate (IS: 3043: 2018 amended till date) & supply and laying of earth strip with 25x5 mm GI strip laid up to lightning arrestors, body earth and neutral earth as per requirements, lightning arrester and as directed by Banks engineers, safety arrangements, related civil work, additional mechanical support to the solar structures, connection of the system with grid in co-ordination with Torrent Power Limited (including installation of bidirectional net metering (if required) & solar meter), and training etc. as defined in the scope of work, technical specification and in accordance with the laid down functional requirement and specification to provide a composite operational system. Rate quoted shall be inclusive of data charges for the remote data monitoring system throughout the life of solar power plant. The rate shall include for all the taxes, duties, levies, insurance, transportation, loading, unloading of the material etc.	30	kWp
2	Supply & laying 4C x 10 sqmm, 1100 V XLPE FRLSH armoured copper cable along (between ACDB and LT panel via solar meter) below ground , on wall with accessories such as saddles, 04 nos. terminations using copper lugs & glands of approved make. Rate inclusive of GST, as applicable.	50	RM
A	Gross Capital Cost = (1) + (2)		

Signature of Tenderer:

Date

Proforma of Details for Pre-Qualification**1 Proforma for minimum 5 years of experience**

Copy of work/purchase order (work completed on or before August 31, 2021) of similar works and its completion certificate (of any amount) to be attached to prove the experience of five years in this field.

Sr. No.	Name of work and location	Name, Address and Contact details of the principal employer	Work order ref. No. & date	Stipulated date of completion	Actual date of completion

2 Proforma for similar work* executed during last 5 years

List of similar Works executed by the applicant during last five Years (i.e., during the period 01.08.2021 to 30.07.2026), to be considered for meeting the eligibility criteria as per format given below:

Sr. No.	Name of work and location	Name, Address and Contact details of the principal employer	Work order ref. No. & date	Value of work	Stipulated date of completion	Actual date of completion	Reason, if any, for delay in completion of work.

Similar Work*: Design, Supply, Installation, Testing and Commissioning of SPV based grid interactive solar power plant for large office buildings/ commercial premises/ institutional buildings during last 5 years (works completed on or after August 01, 2021 to July 30, 2026)

3. Financial Turnover details

S. No.	Financial Year	Turnover (Rs.)
1	2025-26	

2	2024-25	
3	2023-24	

4 Details of Service Set up in (or near) Ahmedabad, Gujarat.

S. No.	Address of Service Centre	Details of Contact Person (Name, Designation, email-id, Contact No. etc.)	Details of Contact Person for first level escalation (Name, Designation, email-id, Contact No. etc.)	Details of Contact Person for Second level escalation (Name, Designation, email-id, Contact No. etc.)

5 Proforma for Details of Bankers

Sr. No.	Particulars	Banker 1	Banker 2	Banker 3
1	Address			
2	Contact Person			
3	E-mail			
4	Telephone Number			

6 Complaint Escalation Matrix:

Sr.No:	Support Level	Name	Phone No.	Email ID
1				
2				
3				
4				

Signature of Tenderer:

Date:

CLIENT's CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Name & address of the Client

Contact No. & Email ID of the client

Details of Works executed by M/s

1	(a) Name of work with brief particulars (b) Nos. and capacity of each solar power plant	
2	Work Order No. and date	
3	Contract amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount) if any	
8	Gross amount of the work completed and paid	
9	Name and address of the authority under whom works executed	
10	Whether the contractor employed qualified Engineer/Overseer during execution of work?	
11	i) Quality of work (indicate grading)	Outstanding/Very Good/Good/Satisfactory/poor
	ii) Amt. of work paid on reduced rates, if any.	
12	i) Did the contractor go for arbitration?	
	ii) If yes, total amount of claim	
	iii) Total amount awarded	

13	Comments on the capabilities of the contractor.	
	a) Technical proficiency	Outstanding/Very Good/Good/Satisfactory/poor
	b) Financial soundness	Outstanding/Very Good/Good/Satisfactory/poor
	c) Mobilization of adequate T&P	Outstanding/Very Good/Good/Satisfactory/poor
	d) Mobilization of manpower	Outstanding/Very Good/Good/Satisfactory/poor
	e) General behaviour	Outstanding/Very Good/Good/Satisfactory/poor

Note : All columns should be filled in properly countersigned”

*

Reporting Officer* with Office seal

*Officer of the rank of executive engineer/Superintending Engineer or equivalent

- **TDS certificate to be submitted for the works carried out for PVT. Firms/ organisations.**

Proforma for Bank Guarantee in lieu of Earnest Money Deposit

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

This deed of guarantee made this _____ day of _____ two thousand _____ between _____ (Name of Banker) having its registered office at _____ (place) and one of its local offices at _____ (hereinafter referred to as the Surety), and Reserve Bank of India, a Corporation constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai-400 001 INDIA (hereinafter referred to as the Bank).

WHEREAS _____ (Tenderer's name hereinafter referred to as 'Tenderer'), a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR _____ (INR _____ only) in connection with its tender for **"Design, Supply, Installation, Testing and Commissioning of solar photo voltaic (SPV) based 20 kWp grid interactive solar power plant at Bank's "PARAG" colony in Navrangpura , Ahmedabad"** and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause No. _____ Section II of Instructions to tenderers and special conditions has agreed to furnish a Bank Guarantee valid up to _____ instead of deposit of earnest money in cash.

NOW THIS GUARANTEE WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR _____ (INR _____ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.
3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the

tenderer for **“Design, Supply, Installation, Testing and Commissioning of solar photo voltaic (SPV) based 20 kWp grid interactive solar power plant at Bank’s “PARAG” colony in Navrangpura , Ahmedabad”**. The Banks’ decision in this regard shall be final and binding.

4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.
5. Notwithstanding anything contained in the foregoing, the Surety’s liability under the guarantee is restricted to INR _____ (INR _____ only).
6. This guarantee shall remain in force and effective up to _____ and shall expire and become ineffective thereafter.
7. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.
8. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
9. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before _____ till 2:00 PM (Indian Standard Time), the Surety shall be discharged from all liabilities under guarantee thereafter and the guarantee ceases to be in effect in all respects whether or not the original Bank Guarantee is returned to the surety. The guarantee is to be returned to the surety within 15 days from the date it ceases to be in force. If the guarantee is not received by the surety within that date, it shall be deemed to be automatically cancelled.
10. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED

For and on behalf of above named Bank.

For and on behalf of
(Banker’s Name and Seal)
Branch Manager
(Banker’s seal)

Proforma of Bank Guarantee for Security Deposit

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

No. _____

Date _____

To
The Regional Director
Reserve Bank of India,
Estate Department
Ahmedabad

Dear Sir

In consideration of your agreeing to accept the security deposit of INR ____ (INR _____ only) furnishable to you by Messrs _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for its **Design, Supply, Installation, Testing and Commissioning of solar photo voltaic (SPV) based 20 kWp grid interactive solar power plant at Bank's "PARAG" colony in Navrangpura , Ahmedabad** . as per their Tender No. _____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract No. ____ dated _____ in the form of guarantee from us in the manner hereinafter contained, we ____ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR _____ (INR_____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR _____ (INR_____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.

2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on the request of M/s _____ till such time as may be mutually decided by you and M/s _____.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____ (INR _____ only) as aforesaid.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or

company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.

7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.
16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

signed and delivered
(For & on behalf of the above named Bank)

Seal)

For & on behalf of
(Banker's Name &

BRANCH MANAGER
(Banker's Seal)
Address _____

Proforma of undertaking for maintenance confirmation by the tenderer during defect liability period

To
The Regional Director
Reserve Bank of India,
Estate Department
Ahmedabad

Madam/Dear Sir,

Design, Supply, Installation, Testing and Commissioning of solar photo voltaic (SPV) based 20 kWp grid interactive solar power plant at Bank's "PARAG" colony in Navrangpura , Ahmedabad

We hereby undertake to maintain the 20 kWp grid interactive solar power plant to be installed by us in your above premises satisfactorily, for a period of not less than 05 years (defect liability/ warranty period) at the quoted rates towards terms and conditions as per the contract conditions in the tender document.

We shall not fail to provide support in terms of spares etc. due to technological obsolescence or for any reason. We shall continue to provide all-inclusive service to your satisfaction for the for the period accepted as above.

Yours faithfully,

For _____

Authorised signatory

**FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK
(On Bankers' Letter Head)**

To,
The Regional Director
Reserve Bank of India,
Estate Department
Ahmedabad

This is to certify that to the best of our knowledge and information M/s /Shri.....
...., a customer of our bank having marginally noted address, are/is respectable and
can be treated as good for any engagement up to a limit of ₹.....(Rupees
.....). This certificate is issued without any
guarantee or responsibility on the bank or any of its officers.

For the Bank with Name, Designation & Seal

Note:- (i) Bankers' certificates should be on letter head of the Bank
(ii) In case of partnership firm, certificate to include names of all partners as
recorded with the Bank.

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL
(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms. (Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of

as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the tender for **Design, Supply, Installation, Testing and Commissioning of solar photo voltaic (SPV) based 20 kWp grid interactive solar power plant at Bank's "PARAG" colony in Navrangpura , Ahmedabad** on Item Rate Contract basis for Reserve Bank of India including signing and submission of all documents and providing information / responses to the Bank, representing us in all matters before the Bank, and generally dealing with the Bank in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Note:

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished shall be irrevocable.

करारनामा का प्रारूप / Draft Articles of Agreement

(₹100/- स्टाम्प पेपर पर) / (On ₹100/- stamp paper)
(केवल सफल बोलीकर्ता हेतु) / (Only for successful bidder)

यह करार वर्ष 2024 के..... वें दिन एक पक्ष के तौर पर भारतीय रिज़र्व बैंक, अहमदाबाद (जिसे इसके बाद “बैंक” कहा गया है) और दूसरे पक्ष _____ (जिन्हें इसके बाद “संविदाकर्ता” कहा गया है) के बीच निष्पादित किया गया।

ARTICLES OF AGREEMENT made the _____ day of _____ between the Regional Director, Estate Department, Reserve Bank of India, Ahmedabad (hereafter called “The Bank”) of the one part and _____ (thereinafter called “the Contractor”) of the other part.

चूंकि, नियोक्ता, भारतीय रिज़र्व बैंक, अहमदाबाद के नवरंगपुरा में बैंक की “पराग” कॉलोनी में सोलर फोटो वोल्टाइक आधारित 20 kWp के ग्रिड इंटरैक्टिव सौर ऊर्जा संयंत्र के डिज़ाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के कार्य का इच्छुक है और (जिसे आगे उक्त कार्य कहा जाएगा) उसने निर्धारित कार्य का वर्णन करते हुये ड्राइंग, विशिष्टताओं और परिमाणों की सूची आमंत्रित की है। तथा चूंकि संख्या _____ से, तक की उक्त ड्राइंग, विशिष्टताओं, और परिमाणों की सूची पर पार्टियों या उनकी ओर से हस्ताक्षर किए गए हैं।

WHEREAS the Employer is desirous of **Design, Supply, Installation, Testing and Commissioning of solar photo voltaic (SPV) based 20 kWp grid interactive solar power plant at Bank’s “PARAG” colony in Navrangpura , Ahmedabad - 380009** (hereinafter called “the said work”) and has caused drawings, specifications and schedule of quantities describing the work to be done. AND WHEREAS the said drawings from Numbers _____ to _____, the specifications, and the schedule of quantities have been signed by or on behalf of the parties hereto.

और चूंकि संविदाकर्ता निर्धारित शर्तों और विशेष परिस्थितियों में निर्धारित शर्तों के अनुसार और संविदा की परिमाणों की सूची और संशोधित शर्तों के अधीन काम करने के लिए सहमत हो गया है और अंतिम रूप से दोनों पक्षों द्वारा स्वीकृत है (जिसे आगे सामूहिक रूप से “उक्त शर्तें” कहा जाएगा), उक्त ड्राइंग में दर्शाए गए और / या उक्त विशिष्टताओं में वर्णित कार्यों और इसमें निर्धारित दरों पर

परिमाणों की सूची में शामिल, राशि के बराबर या इस तरह का अन्य योग (जिसे आगे "उक्त अनुबंध राशि" कहा जाएगा) इसके लिए देय हो जाएगा।

AND WHEREAS the Contractor has agreed to execute upon the subject work to the conditions set forth herein and to the conditions set forth in the special conditions and in the schedule of quantities and conditions of Contract as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said Specifications and included in the Schedule of quantities at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

अतः अब उनके बीच निम्नलिखित रूप से करार किया जाता है/

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. उक्त शर्तों में निर्दिष्ट अवधियों में और प्रणाली से देय ठेके की राशि के बदले ठेकेदार उक्त शर्तों पर तथा उनके अधीन और उक्त आरेखों में दर्शित तथा उक्त विनिर्देशों एवं परिमाणों की अनुसूची में उल्लिखित निर्माण कार्य निष्पादित करेगा और पूरा करेगा।

In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall, upon and subject to the said conditions, execute and complete the work shown upon the said drawings and described in the said specifications and the schedule of quantities.

2.1. नियोक्ता संविदाकर्ता को उक्त संविदा राशि या किसी अन्य राशि का भुगतान करेगा जो उस समय और उक्त शर्तों में निर्दिष्ट तरीके से देय हो।

The Employer shall pay the Contractor the said Contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions.

2.2. उक्त शर्तों में "आर्किटेक्ट" शब्द का अर्थ मुख्य महाप्रबंधक, परिसर विभाग, केंद्रीय कार्यालय, भारतीय रिजर्व बैंक, से है और किसी भी कारण से इस अनुबंध के प्रयोजन हेतु उनको आर्किटेक्ट नहीं होने पर, ऐसे अन्य व्यक्ति या व्यक्तियों को नियोक्ता द्वारा उक्त प्रयोजन के लिए नामित किया जाएगा, जो ऐसा व्यक्ति नहीं होगा जिस पर संविदाकर्ता किसी कारण से आपत्ति उठाए और नियोक्ता उसे उपर्युक्त माने, बशर्ते कि कोई व्यक्ति अथवा व्यक्तियों जिसे बाद में आर्किटेक्ट के रूप में नियुक्त किया गया हो उस समय लिखित में दिए गए किसी भी पिछले निर्णयों या अनुमोदन या निर्देश को अनदेखा या ओवररूल करने का अधिकार नहीं होगा।

The term "Architect" in the said conditions shall mean CGM, Premises Department, Central Office, Reserve Bank of India, Mumbai and on his ceasing to be the architect for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that purposes by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer provided always that no person or perhaps persons subsequently appointed to be architect under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the architect for the time being.

2.3. उक्त शर्तों और परिशिष्ट और उक्त कार्य के संबंध में निविदा स्वीकृति पत्र की तिथि तक नियोक्ता और संविदाकर्ता के बीच में हुये किसी भी पत्राचार को इस करार का हिस्सा माना जाएगा और पक्षकारों द्वारा इनका क्रमशः पालन किया जाएगा, स्वयं को उक्त शर्तों के समक्ष प्रस्तुत करेंगे और उक्त शर्तों के अनुसार करार का निष्पादन करेंगे।

The said conditions and Appendix thereto and any correspondence exchanged between the Employer and the contractor in connection with the said work till the date of letter of acceptance of their tender shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.

2.4. उक्त शर्तों और उसके परिशिष्ट को इस करार के एक भाग के रूप में माना जाएगा और इसके पक्षकार उक्त शर्तों का पालन करेंगे और शर्तों के अनुसार इस करार को निष्पादित करेंगे।

The said Conditions, Annexures and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.

2.5. मूल निविदा दस्तावेज की धारा II, III, IV, V, VI, VII, VIII, IX, X और XI तक के साथ यहां उल्लिखित ड्राइंग, करार और दस्तावेज और बैंक द्वारा उक्त प्रणाली के रखरखाव हेतु संविदाकर्ता को भविष्य में जारी किए जानेवाले सभी व्यापक वार्षिक रखरखाव अनुबंध कार्य आदेश इस अनुबंध का आधार रहेंगे, जो निविदा दस्तावेज में उल्लिखित उपकरणों के जीवनकाल तक मान्य रहेंगे।

The drawings, agreement and documents mentioned herein along with the Sections II, III, IV, V, VI VII, VIII, IX, X and XI of the original tender document, Appendix and Annexures, work orders that would be issued by the Bank to the Contractor for the said work shall form the basis of this Contract which will be valid as mentioned in the tender document.

2.6. यह संविदा न तो निर्धारित एकमुश्त राशि की संविदा है और न ही फूटकर कार्य की संविदा, परंतु भारतीय रिज़र्व बैंक, अहमदाबाद के नवरंगपुरा में बैंक की "पराग" कॉलोनी में सोलर फोटो वोल्टाइक आधारित 20 kWp के ग्रिड इंटरैक्टिव सौर ऊर्जा संयंत्र के डिज़ाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के कार्य हेतु ई-निविदा है, जिसके लिए दरों की अनुसूची तथा संभाव्य परिमाणों में उल्लिखित दरों ₹ _____ /- पर या उक्त शर्तों में निर्दिष्ट दरों पर वस्तुतः हिसाब लगायी गयी मात्राओं के अनुसार अदायगी की जाएगी।

This Contract is neither a fixed lump sum contract nor a piece work but is a contract to carry out the work in respect of provision of Design, Supply, Installation, Testing and Commissioning of solar photo voltaic (SPV) based 20 kWp grid interactive solar power plant at Bank's "PARAG" colony in Navrangpura , Ahmedabad -380009, for ₹ _____ to be paid for at the rates/amount contained in the Schedule of Rates and Probable Quantities or as provided in the Said Conditions.

2.7. संविदाकर्ता उक्त शर्तों में निर्धारित तरीके से सिविल कार्यों, विद्युत अधिष्ठापन, फिटिंग और अन्य सहायक कार्यों से संबंधित सभी कार्यों को पूरा करने के लिए हर उचित सुविधा को वहन करेगा और ऐसे कार्यों के पूरा होने के बाद दीवारों, फर्श आदि को हुये किसी भी नुकसान को ठीक करेगा।

The Contractor shall afford every reasonable facility for carrying out of all works relating to civil works, electrical installations, fittings and other ancillary works in the manner laid down in the said conditions, and shall make good any damages done to walls, floors, etc., after the completion of such works.

2.8. नियोक्ता इस संविदा की अवधि के दौरान किसी भी समय कार्य के स्वरूप और ड्राइंग में कुछ जोड़कर अथवा कुछ हटाकर अथवा उसके कुछ भाग को रखकर परिवर्तन करने का स्वयं अधिकार सुरक्षित रखता है जो इस संविदा पर प्रतिकूल प्रभाव डाले बिना होगा।

The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of Contract, without prejudice to this Contract.

2.9. समय अवधि इस करार का सबसे महत्वपूर्ण कारक माना जाएगा और संविदाकर्ता यहाँ सहमति व्यक्त करता है कि उक्त नियम एवं शर्तों के अनुसार कार्य आदेश/स्वीकृति पत्र जारी होने के 14वें दिन से कार्य प्रारम्भ कर देगा और समय के विस्तार के प्रावधानों के अधीन सम्पूर्ण कार्य 60

दिन के भीतर पूरा करेगा, अन्यथा नियोक्ता उक्त शर्तों के अनुसार परिसमापन क्षति की वसूली करने का हकदार होगा।

Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work from the tenth day of issue of works order/letter of acceptance as provided for in the said Conditions and to complete the entire work within 60 days subject nevertheless to the provisions for the extension of time, failing which the employer shall be entitled to recover liquidated damages as per the said conditions.

2.10. इस करार के अंतर्गत नियोक्ता द्वारा सभी भुगतान भारतीय रिज़र्व बैंक, अहमदाबाद में ही किए जाएंगे।

All payments by the Employer under this Contract will be made only at Reserve Bank of India, Ahmedabad.

2.11. इस करार या इससे संबंधित सभी विवाद अहमदाबाद में उत्पन्न माने जाएंगे और इनके निर्धारण का क्षेत्राधिकार सिर्फ अहमदाबाद में स्थित न्यायालयों को होगा।

All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Ahmedabad and only Courts in Ahmedabad shall have jurisdiction to determine the same.

2.12. यह कि इस संविदा के सभी भागों को संविदाकर्ता द्वारा पढ़ और पूरी तरह से समझ लिया गया है।

That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

2.13. गैर प्रकटीकरण खंड Non-disclosure clause:

संविदाकर्ता और उसका कर्मचारी प्रत्यक्ष अथवा परोक्ष रूप से ऐसी कोई भी सूचना, सामग्री और बैंक की आधारभूत संरचना/ सिस्टम / उपकरण आदि का विवरण जो इस करार से जुड़े अपने दायित्वों का निर्वहन करते समय उसके कब्जे या संज्ञान में आई हों, किसी अन्य पक्ष के साथ साझा नहीं करेगा और हर समय उसे अत्यंत गोपनीय रखेगा। संविदाकर्ता करार के विवरण उस सीमा तक निजी और गोपनीय रखेगा जब तक कि इसके तहत दायित्वों का निर्वहन करने अथवा प्रयोज्य कानूनों के पालन हेतु अन्यथा अपेक्षित न हो। संविदाकर्ता नियोक्ता की लिखित पूर्वानुमति के बिना कार्य के किसी भी विवरण को किसी व्यावसायिक या तकनीकी पत्र अथवा अन्यत्र न तो प्रकाशित करेगा, न ही प्रकाशन की अनुमति देगा

अथवा उसका खुलासा ही करेगा। किसी गोपनीय सूचना के प्रकटन के कारण नियोक्ता को होने वाले नुकसान हेतु संविदाकर्ता द्वारा नियोक्ता को क्षतिपूरित किया जाएगा। उपर्युक्त का पालन करने में विफलता को संविदाकर्ता के स्तर से संविदा का उल्लंघन माना जाएगा और नियोक्ता को हक होगा कि वह हुए नुकसान का दावा करे और कानूनी कार्रवाई शुरू कर दे। संविदाकर्ता इस करार के तहत गोपनीय जानकारी के गैर प्रकटीकरण के दायित्व को पूरी तरह से सुनिश्चित करने के लिए अपने कर्मचारियों के संबंध में उचित कार्रवाई करेगा। गैर प्रकटीकरण तथा गोपनीयता के संबंध में संविदाकर्ता की बाध्यता, जो भी कारण हो, इस करार को समाप्त होने से बचाए रखेगी।

The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipment's etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

2.14. यौन उत्पीड़न खंड Sexual harassment Clause:

अ) संविदाकर्ता, “कार्य स्थल पर महिलाओं का यौन उत्पीड़न (रोकथान, निषेध और निवारण) अधिनियम, 2013” के प्रावधानों के पूर्ण अनुपालन के लिए पूरी तरह से जिम्मेदार होगा। बैंक के परिसर में अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में, शिकायत संविदाकर्ता / एजेंसी या स्थानीय शिकायत समिति द्वारा गठित आंतरिक शिकायत समिति के समक्ष दर्ज की जाएगी जैसे भी मामला हो और संविदाकर्ता / एजेंसी के शिकायत के संबंध में उक्त अधिनियम के तहत उचित कार्यवाई सुनिश्चित करेगा।

आ) बैंक के किसी कर्मचारी या बैंक में कार्यरत किसी अन्य फर्म के किसी भी कर्मचारी के खिलाफ सेवा प्रदाता के किसी भी पीडित कर्मचारी से यौन उत्पीड़न की किसी भी शिकायत पर बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा संग्रहण लिया जाएगा।

इ) संविदाकर्ता किसी भी मौद्रिक मुआवजे के लिए जिम्मेदार होगा, जिसका भुगतान करने की आवश्यकता हो सकती है। यदि घटना में संविदाकर्ता के कर्मचारी शामिल हैं, उदाहरण के लिए बैंक के कर्मचारी या अन्य फर्म के कर्मचारी को कोई मौद्रिक राहत, यदि संविदाकर्ता के कर्मचारी द्वारा यौन हिंसा साबित होती है।

ई) कार्यस्थल पर यौन उत्पीड़न की रोकथाम और संबंधित मुद्दों के बारे में अपने कर्मचारियों को शिक्षित करने के लिए संविदाकर्ता जिम्मेदार होगा।

उ) संविदाकर्ता बैंक के परिसर में तैनात कर्मचारियों की पूरी और अद्यतन सूची उपलब्ध कराएगा।

a) The contractor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor/Agency or Local Complaints committee as the case may be and the contractor/ agency shall ensure appropriate action under the said Act in respect of the Complaint.

b) Any complaint of sexual harassment from any aggrieved employee of the service provider against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

c) The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank’s employee or other firm’s employee, if sexual violence by the employee of the contractor is proved.

d) The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

e) The Contractor shall provide a complete and updated list of employees who are deployed within the Bank’s premises.

2.15. अप्रत्याशित घटना Force Majeure:

इस करार के तहत दायित्वों को पूरा करने में किसी चूक के लिए कोई भी पार्टी जिम्मेदार नहीं मानी जाएगी, यदि चूक किसी पार्टी के नियंत्रण से परे कार्य के परिणामस्वरूप हुई हो (जैसे दैवी संकट, युद्ध की स्थिति, विद्रोह, महदूर हड़ताल, किसी सरकारी कार्य, भूकंप, तूफान, टाइफून और अन्य प्राकृतिक आपदा आदि)। प्रत्येक पक्ष इस करार के तहत निष्पादन किए जाने वाले कार्यों को जारी रखने के

सभी संभव प्रयास करने के लिए सहमति व्यक्त करती है। यदि अप्रत्याशित घटनाओं के कारण कार्य निष्पादन में बाधा की अवधि 30 दिनों से अधिक हो जाती है, तो पार्टी जिसकी कार्य निष्पादन क्षमता प्रभावित नहीं हुई है, लिखित सूचना देते हुए इस करार को निरस्त कर सकती है।

If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labour strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

2.16 संविदाकर्ता द्वारा तैनात किए गए सभी श्रमिक या कर्मचारी संविदाकर्ता के कर्मचारी माने जाएंगे और ऐसे श्रमिकों/कर्मचारियों के संबंध में भारतीय रिज़र्व बैंक का किसी भी प्रकार का कोई दायित्व नहीं होगा। ठेकेदार अपने द्वारा नियोजित श्रमिकों को न्यूनतम मजदूरी अधिनियम के अनुसार उचित मजदूरी से कम मजदूरी का भुगतान नहीं करेगा। अपने द्वारा नियोजित श्रमिकों को सीधे न्यूनतम मजदूरी अधिनियम के अनुसार उचित मजदूरी से कम मजदूरी का भुगतान नहीं करेगा। उचित मजदूरी अर्थात् वह मजदूरी जिसमें साप्ताहिक अवकाश के दिन की मजदूरी और अन्य भत्ते शामिल होंगे, और समय अथवा कार्य के भाग के लिए अन्य भी शामिल होंगे। यह भी आसपास दिये दिए जा रहे ऐसे ही रोजगार के लिए चलित बाजार दर के आधार पर दिये जाएंगे लेकिन यह भी न्यूनतम मजदूरी अधिनियम के अंतर्गत निर्धारित मजदूरी से कम नहीं होगी।

All the workers or employees deployed by the contractor shall consider the employees of contractor and RESERVE BANK OF INDIA shall not have any liability whatsoever in nature in regard to such workers / employees. The Contractor shall pay to labour employed by him directly wages not less than fair wages as per Minimum Wages Act. Fair Wage means wages, which shall include wages for weekly day of rest and other allowances whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighbourhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages Act.

2.17 संविदाकार अपने या अपने उप- संविदाकार द्वारा नियोजित श्रमिकों के संबंध में बोलीदाता श्रम विनियमन का अनुपालन करेगा या उसमें प्रदान किए गए सभी मामलों के संबंध में अनुपालन कराएगा। संविदाकार मज़दूरी अधिनियम, 1936, न्यूनतम मज़दूरी अधिनियम, 1948, नियोक्ता दायित्व अधिनियम, 1938 के प्रावधानों का पालन करेगा। श्रमिक मुआवजा अधिनियम, 1923, औद्योगिक विवाद अधिनियम, 1947, मातृत्व लाभ अधिनियम, 1970, कार्यस्थल पर महिलाओं का यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013, या उसमें कोई संशोधन या उससे संबंधित कोई अन्य कानून, कर्मचारी राज्य बीमा/कर्मचारी भविष्य निधि योगदान आदि और वहां समय-समय पर बनाए गए नियम का पालन करेगा। संविदाकार इन के संबंध में भारतीय रिज़र्व बैंक के पक्ष में बीमा करवाएगा और उसे लागू रखेगा:

The Contractor shall in respect of labour employed by him or his sub-contractor comply with or cause to be complied with the Bidder Labour Regulation in regard to all matters provided therein. The contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938. Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970, Sexual Harassment of Women at work place (Prevention, Prohibition and Redressal) Act, 2013, or any modification thereof, EPF / ESI contribution, etc. any other law relating thereto and rules made there under from time to time. The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against:

a. कार्य के निष्पादन के दौरान/के कारण तीसरे पक्ष के नुकसान/जीवन या संपत्ति को हुई क्षति से उत्पन्न कोई भी दावा।

Any claim arising out of third-party loss / damage to life or property caused by / during execution of the work.

b. कार्य के निष्पादन के दौरान संविदाकार द्वारा नियुक्त श्रमिकों को हुई हानि / क्षति से उत्पन्न कोई भी दावा।

Any claim arising out of loss / damage to the workmen engaged by the contractor during execution of the work.

c. लागू पीएफ/श्रम कानूनों, ईएसआई नियम आदि के गैर-अनुपालन के कारण कोई भी दावा।
Any claim due to non-compliance of applicable PF / Labour laws, ESI. regulations etc.

संविदाकर्ता को काम शुरू करने से पहले अपनी लागत पर भारतीय रिज़र्व बैंक के साथ आवश्यक बीमा कवर (यानी श्रमिक मुआवजा नीति, सीएआर (कॉन्ट्रैक्टर ऑल रिस्क) पॉलिसी, तृतीय पक्ष देयता, अग्नि और पारगमन बीमा इत्यादि) लेना होगा।

The contractor shall take necessary insurance covers (i.e. Workmen Compensation Policy, CAR (Contractor's all risk) Policy, Third Party Liability, Fire and Transit Insurance etc) with Reserve Bank of India as the first name, at their cost, before commencement of the work.

संविदाकर्ता 'संविदा श्रम अधिनियम' के सभी प्रावधानों का पालन करेगा ,अंतिम बिल जारी करने से पहले, संविदाकर्ता इस आशय का एक प्रमाण पत्र प्रस्तुत करेगा कि उसने वास्तव में उसके द्वारा काम पर लगाए गए सभी प्रकार के श्रमिकों को यह कार्य पूरा करने के लिए उस दर पर जो न्यूनतम वेतन अधिनियम, 1949 के तहत निर्धारित दर से कम नहीं है, पर पूरा बकाया भुगतान कर दिया है, और अनुबंधित श्रमिकों को आवश्यक सुविधाएं प्रदान करने के संबंध में CLRA अधिनियम के प्रावधानों का अनुपालन किया है।

The Contractor shall comply with the all the provision of the Contract Labour Act Before release of final bill, the contractor shall submit a certificate to the effect that he has actually paid the entire dues to the labourers of all descriptions engaged by him, for completion of this work at the rate, which is not less than the one prescribed under the Minimum Wages Act, 1949 and has complied with the provisions of CLRA Act with regard to providing the essential amenities to the Contract Labour.

संविदाकर्ता बैंक के परिसर में तैनात अपने कर्मचारियों की पूरी और अद्यतन सूची प्रदान करेगा।

The Contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

2.18 अनुबंध की समाप्ति / Termination of Contract:

यहां ऊपर दी गई बातों पर प्रतिकूल प्रभाव डाले बिना, बैंक अपने एकमात्र और पूर्ण विवेक पर, बिना कोई कारण बताए और बिना किसी मुआवजे के भुगतान के इस समझौते को तुरंत समाप्त करने का हकदार होगा, यदि बैंक की राय में (जिसे नहीं बुलाया जाएगा) ठेकेदार द्वारा प्रश्न और ठेकेदार पर बाध्यकारी होगा) :-

Without prejudice to what is contained hereinabove, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith without assigning any reason and without payment of any compensation, if in the opinion of the bank (which shall not be called into question by the contractor and shall be binding on the contractor):-

(i) संविदाकर्ता बैंक की संतुष्टि के अनुसार इस समझौते को लागू करने में विफल रहता है या मना कर देता है। यदि ठेकेदार निविदा शर्तों के अनुसार फ्लैट/फ्लैट में सेवा देने से बचता रहता है या काम नहीं करता है।

The contractor fails or refuses to implement this agreement to the Bank's satisfaction. If the contractor keeps on avoiding or non-performing the service in flats/flat as per the tender conditions.

and/or

ii. यदि संविदाकर्ता का व्यक्ति/कर्मचारी किसी कदाचार में पाया जाता है जैसे कि निवासी के हस्ताक्षर की जालसाजी, ऊट्टी के दौरान शराब पीना।

If contractor's person/workers found in any malpractice such as forgery of resident signature, drinking of alcohol while in duty.

and/or

iii संविदाकर्ता इस अनुबंध के किसी भी नियम और शर्तों का उल्लंघन करता है।

The contractor commits a breach of any terms and conditions of this agreement.

and/or

iv. संविदाकर्ता को दिवालिया घोषित कर दिया गया है या उसके द्वारा अपने लेनदारों के साथ समझौता किया गया है या यदि संकट या निष्पादन या अन्य प्रक्रिया पर लगाया गया है या ठेकेदार की संपत्ति या संपत्ति के किसी हिस्से का रिसीवर नियुक्त किया गया है।

The contractor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed of any part of the assets or property of contractor.

and/or

v. किसी भी कारण से, संविदाकर्ता इस समझौते के तहत अपने दायित्वों को पूरा करने के लिए कानूनन अयोग्य हो जाता है।

For any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement.

and/or

vi. संविदाकर्ता या उसके व्यवसाय के स्वामित्व/साझेदारी या प्रबंधन में इस तरह के बदलाव के लिए बैंक की लिखित पूर्व अनुमति के बिना कोई भिन्नता है।

There is any variation in the ownership/partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.

2.19 संविदाकार निम्न के संबंध में भारतीय रिजर्व बैंक के पक्ष में बीमा करवाएगा/संबन्धित दस्तावेज़ जमा करेगा और उसे लागू रखेगा:

- i) कार्य के निष्पादन से व्यक्ति या संपत्ति को हुये नुकसान से / दौरान होने वाली तीसरी पार्टी के नुकसान / उत्पन्न कोई भी दावा;
 - ii) कार्य के निष्पादन के दौरान संविदाकार द्वारा नियोजित श्रमिकों को होने वाली हानि/क्षति से उत्पन्न होने वाला कोई भी दावा।
 - iii) लागू पीएफ/श्रम कानूनों, ईएसआई, विनियमों आदि के गैर-अनुपालन के कारण कोई भी दावा।
- The Contractor shall indemnify and keep indemnified the RESERVE BANK OF INDIA against:

i) Any claim arising out of third party loss/ damage to life or property caused by/during execution of the work.

ii) Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.

iii) Any claim due to non-compliance of applicable PF/ Labour laws, ESI, regulations etc.

यदि संविदाकर्ता एक साझेदारी फार्म अथवा व्यक्ति हो If the Contractor is a partnership or an individual	गवाह जिनकी मौजूदगी में ऊपर उल्लिखित दिनांक और वर्ष को नियोक्ता और संविदाकर्ता दोनों ने इस करार को निष्पादित करने हेतु हस्ताक्षर किया है और यह डुप्लीकेट में तैयार की गई है। IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above
यदि संविदाकर्ता एक कंपनी हो If the Contractor is a company	गवाह जिनकी मौजूदगी में ऊपर उल्लिखित दिनांक और वर्ष को इस करार को निष्पादित करने हेतु नियोक्ता और संविदाकर्ता दोनों ने अपने विधिवत प्राधिकृत अधिकारियों के माध्यम से मुहर सहित हस्ताक्षर किया है तथा यह डुप्लीकेट में तैयार की गई है IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates / has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

हस्ताक्षर खण्ड

Signature Clause:

भारतीय रिज़र्व बैंक की ओर से निम्नलिखित द्वारा हस्ताक्षर और सुपुर्द किया गया।
SIGNED AND DELIVERED by the Reserve Bank of India by the hand of

श्री /Shri (नाम और पदनाम)/(Name
and designation)

.....

..... की उपस्थिति में/in the presence of

(1)

(नाम और पदनाम)

(Name & Designation)

संपदा विभाग

Estate Department

भारतीय रिज़र्व बैंक, अहमदाबाद कार्यालय

Reserve Bank of India, Ahmedabad, Gujarat

(गवाह/Witness)

(2)

(नाम और पदनाम)

(Name & Designation)

संपदा विभाग

Estate Department

भारतीय रिज़र्व बैंक, अहमदाबाद कार्यालय

Reserve Bank of India, Ahmedabad, Gujarat

(गवाह/Witness)

द्वारा हस्ताक्षरित और सुपुर्द SIGNED AND DELIVERED BY

यदि पार्टी साझेदारी फ़र्म या एक व्यक्ति है तो सभी साझेदारों द्वारा या उन सभी की ओर से
हस्ताक्षरित किया जाना चाहिए

If the party is a partnership firm or an Individual should be signed by all or on behalf
of all the Partners

निम्न की उपस्थिति में In the presence of:

(1)

पता/Address: -----

(गवाह/Witness)

(2)

पता/Address: -----

(गवाह/Witness)

Note:

बैंक, संविदाकर्ता के साथ करार से पहले करार की शर्तों में संशोधन करने का अधिकार सुरक्षित रखता है।

Bank reserves the right to modify the contents of the Articles of the Agreement before the agreement is entered with the contractor.

Annexure IX

Draft Articles of Agreement for Defect liability period **(on Rs 100 non judicial stamp paper from successful bidder only)**

ARTICLES OF AGREEMENT made on ____ day of _____ between the Reserve Bank of India, Ahmedabad, Gujarat having its Central Office at Mumbai (hereinafter called "the Employer") of the one part and (hereinafter called "the Contractor") on the other part.

WHEREAS the Contractor has agreed to execute upon the subject work to the conditions set forth herein and to the conditions set forth in the special conditions and in the schedule of quantities and conditions of Contract as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said Specifications and included in the Schedule of quantities at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Scope of works during Defect Liability Period

The scope of work shall include the following:

- (i) Routine servicing/ troubleshooting/ setting/ adjustments/ cleaning/ checking of entire system and its components/ sub-assemblies etc. to ensure its smooth and trouble-free working. The system shall be inspected, upkeep/serviced periodically. The periodicity shall be monthly or earlier depending upon the weather conditions.
- (ii) Repairs/ replacement to the Solar Power Plant including re-loading software etc. in the event of any malfunctioning including replacement of spares/ components/ sub-system/ cards/ and any other component, part or whole, which may need replacement/ repairs. This includes PV modules, inverters/ PCUs, surge protection devices, switchgear (MCB/ MCCB), wire/ cables and any other component needed for ensuring proper functioning of the system.
- (iii) Procurement, including Import, wherever required, of spares and stocking them shall be responsibility of the tenderer. Non-availability of spares/ components will not be accepted as a reason for waiving of penalty towards delay in rendering prompt service.
- (iv) All manufacturers preventive maintenance schedules/ replacement periodicity of

components like electrical/ electronic parts including checking of protection switchgear, protections phase reversal, load testing etc. shall be strictly followed as per the manufacturer's periodicity or as required in addition to the scope of maintenance indicated above.

(v) The scope of maintenance in addition to periodic maintenance will also include attending to any number of breakdown calls.

(vi) Inspection along with measurement of earth resistance of all the earth stations and report to be submitted to the concerned RBI office once in a year.

(vii) The contactor shall also ensure that the required spares etc. for proper maintenance are readily available with them for the complete life span of the system.

(viii) The rates shall also include the charges for the insurance of the workmen for carrying out the maintenance/ repair works.

2. Penalty for delay in service during defect liability period of 05 years: - During the 05 years of Defect liability period, any fault in the system shall be rectified within 2 days of receipt of intimation of the defect in the system. The quoted rates shall, therefore, take into account all the cost, including travel cost from the nearest service station. There will be a penalty of Rs. 500/- per day, if the defect in the system is not rectified within the period of 2 days during the DL period as stated above. Any penalty during the DLP shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

The successful tenderer is required to commit a guaranteed average annualized energy of specified kWh per year at synchronization point. Failure to do so will make the contractor liable to pay compensation at double the rate of the prevailing tariff of electricity supply agency for shortfall of every KWH or part thereof of the power generated.

Penalty shall be derived as per the following formula:

Actual output for the year under reference = A (kWh)

Guaranteed output of the system as per the contract = B (kWh)

Compensation payable to the Bank in case of reduced generation = (B-A)X(Tariff X 2)

Penalty for not carrying out monthly preventive maintenance= ₹1,000/- (exclusive of GST) per instance

3. Performance Bank Guarantee:

After Completion of works but before expiry of the BG submitted for due fulfilment of execution of work, the contractor shall furnish a new BG, in the form prescribed by the Bank as per Annexure IV, for due fulfilment of the terms and obligations of the DLP of 05 years, for an amount equal to 5% of the Capital cost of work for DLP of 05 years. The BG shall be renewed 2 weeks before expiry of the previous one failing which the above Bank Guarantee shall be enforced without prejudice to his being liable for any further loss or damage incurred in consequence, by the Bank.

All payments by the Employer under this Contract will be made only at Ahmedabad, Gujarat.

All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Ahmedabad, Gujarat and only Courts in Ahmedabad shall have jurisdiction to determine the same.

That the several parts of this Contract have been read and fully understood by the Contractor.

IN WITNESS THEREOF the Employer has set its hand to these presents through its duly authorised official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates / has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

4. Prevention of Sexual Harassment of Women:

- a) The contractor shall be solely responsible for full compliance with the provisions of “the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013”. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/Agency or Local Complaints Committee as the case may be and the contractor Agency shall ensure appropriate action under the said Act in respect of the Complaint.
- b) Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank’s employee or other firm’s employee, if sexual violence by the employee of the contractor is proved.
- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

i. Non – Disclosure clause:

The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Service Provider and /or the DB Developer during the course of discharging their contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Second Party. Failure to observe the above shall be treated as breach of contract on the part of the contractor, as the case may be, and the Second Party shall be entitled to claim damages and pursue legal remedies.

- a) The contractor shall take all appropriate action with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.

The obligations of the Service Provider and, without prejudice to the contract Agreement, the obligations of the contractor with respect to non-disclosure and confidentiality shall survive the expiry or termination of this agreement for whatever reasons

Signature Clause:

SIGNED AND DELIVERED by Reserve Bank of India, Ahmedabad

* _____ (Name and
Designation)

In the presence of -

Witnesses -

1. _____

Address _____

Address _____

If the party is a partnership firm or individual

SIGNED AND DELIVERED BY _____

In the presence of witnesses:

1. _____

Address _____

2. _____

Address _____

THE COMMON SEAL OF _____

was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on

In the presence of -

Witness -

1. _____

2. _____

If the Contractor _____ Directors who have signed these signs under common presents in token thereof in the seal, the signature presence of - clause should tally

with the sealing articles
of association.

1. _____ clause in the
2. _____

If the Contract is SIGNED AND
DELIVERED BY -signed by the hand the
Contractor by the hand of
of power of attorney, Shri _ whether a company or _____ an individual.
and duly constituted attorney.

**Proforma of Undertaking / Declaration / Certificate by the Bidder regarding
country sharing land border with India**

(To be submitted by the bidders on their letter head duly sealed and signed by the
authorised signatory)

To

**Regional Director
Reserve Bank of India
Ahmedabad, Gujarat**

**Name of Work: Design, Supply, Installation, Testing and Commissioning of solar
photo voltaic (SPV) based 20 kWp grid interactive solar power plant at Bank's
"PARAG" colony in Navrangpura , Ahmedabad**

I/We _____ (Name and address, including country of location of
bidder) have read and understood the contents of the Office Memorandum (OM) F.No.
6/18/2019-PPD dated July 23, 2020 and its subsequent orders / revision issued by
Public Procurement Division, Department of Expenditure, Ministry of Finance,
Government of India regarding the restrictions on procurement from a bidder of a
country which shares a land border with India.

2. I/We certify that _____ (Name of the bidder)

- i. Is not from a country sharing land border with India, or
- ii. Is from a country sharing land border with India and has been registered with the
Competent Authority, the certificate of which is enclosed, or
- iii. Is from a country sharing land border with India where Government of India has
extended lines of credit, or
- iv. Is from a country sharing land border with India where Government of India is
engaged in development projects.

(strikeout whichever of the above is not applicable)

3. I/ We further certify that _____ (Name of the bidder) fulfils all
requirements in this regard and is eligible to be considered under the provision of the
above referred Office Memorandum and its subsequent orders / revision. I/We also
undertake that even in case of contracts where we are permitted by the Bank to sub-

contract I/We _____ (Name of the bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum/ order.

4. I/We know and understand that, if this Undertaking / Declaration / Certification / Certificate submitted by us is found to be false, the Bank shall be free to reject / terminate our tender / Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the authorised signatory of the Bidder with stamp

Date:

Place:

Undertaking regarding declaration of debarment by public institution(s)

(To be submitted by the tenderer on their letter head)

Name of Work: Design, Supply, Installation, Testing and Commissioning of solar photo voltaic (SPV) based 20 kWp grid interactive solar power plant at Bank's "PARAG" colony in Navrangpura , Ahmedabad

1. I / We _____ (Name of the bidder) declares that,

a) I / We or any of our allied firm* is / or not debarred / suspended / blacklisted by any public institution / entity in India or any other country as on _____ (last date of submission of bid).

b) I / We or any of our allied firm* have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on _____ (last date of submission of bid).

c) We will inform the Bank in writing, in case, I / We or any of our allied firm* is / are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.

2. I / We _____ (Name of the bidder) declares that, I / we or any of our allied firm* _____ (Name of the allied firm(s)) * is / are debarred / suspended / blacklisted by _____ (Name and address of the public institution in India or any other country) and the same effective up to _____ (date).

A copy of such letter is attached for your information and record.

(Seal and Signature of the bidder)

Date:

Place:

(Note: Strike out one of the above two declarations which is not applicable)

* Allied firm: A firm would be termed as “allied firm” if the management is common, or substantial or majority shares are owned by the banned / suspended firm and by virtue of this it has controlling voice. Further all successors firms will also be considered as allied firms

Annexure XII

Undertaking Regarding Site Visit by The Tenderer in Order to Understand the Work

To,

Date

The Regional Director
Reserve Bank of India
Estate Department
Ahmedabad

Dear Sir,

NAME OF WORK: Design, Supply, Installation, Testing and Commissioning of solar photo voltaic (SPV) based 20 kWp grid interactive solar power plant at Bank's "PARAG" colony in Navrangpura , Ahmedabad.

We, _____, the tenderer for the above work confirm that we have visited the site and understood the proper details of existing site conditions for installation of SPV based 20 kWp solar power plant and also the scope of work for the proposed solar power plant.

Yours faithfully,

(_____)
Authorized signatory
(Name and address of the company with Company Seal)

**Proforma for Indemnifying the Employer against non-compliance to Contract
labour Rules / Regulations**

(On Non-Judicial Stamp Paper of appropriate value)

**To
The Regional Director
Reserve Bank of India
Estate Department
Ahmedabad- 380009**

Dear Sir,

**Name of Work: Design, Supply, Installation, Testing and Commissioning of solar
photo voltaic (SPV) based 20 kWp grid interactive solar power plant at Bank's
"PARAG" colony in Navrangpura , Ahmedabad.**

We, M/s (Name of contractor), hereby undertake that we shall comply with all the statutory rules / regulations with regard to the employment of contract labour and their payment. We also hereby fully indemnify and keep indemnified the Employer, i.e., Reserve Bank of India, against payments to be made to the contract labour and for the observance of the laws in this regard without prejudice to our right to claim indemnity from our sub-contractors.

Yours faithfully,

For _____
Authorised Signatory
Name and address of the bidder
Sign & seal of the bidder
Date:
Place:

Proforma for Indemnifying the Employer against Patent Right
(On Non-Judicial Stamp Paper of appropriate value)

To
The Regional Director
Reserve Bank of India
Estate Department
Ahmedabad : 380009

Dear Sir,

Name of Work: Design, Supply, Installation, Testing and Commissioning of solar photo voltaic (SPV) based 20 kWp grid interactive solar power plant at Bank's "PARAG" colony in Navrangpura , Ahmedabad.

We, M/s _____ (Name of Contractor) hereby undertake to fully indemnify and keep indemnified the Employer, i.e., Reserve Bank of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall ourselves pay any royalties, license fees, etc., which may be payable in respect of any article or part thereof included in the contract or damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, we shall, on being notified thereof, at our own expense, settle any dispute or conduct any litigation that may arise therefrom, provided that we shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

Yours faithfully,

For _____

Authorised signatory

Name and address of the bidder:

Sign & seal of the bidder:

Date:

Place

Annexure XV

**Undertaking by manufacturer of SPV Modules and PCUs regarding the
manufacture's obligation to extend uninterrupted after sales service to RBI**

(To be submitted for SPV Modules and PCU separately)

Dear Sir,

**Name of Work: Design, Supply, Installation, Testing and Commissioning of solar
photo voltaic (SPV) based 20 kWp grid interactive solar power plant at Bank's
"PARAG" colony in Navrangpura , Ahmedabad**

We, the manufacturer of Solar Power System Component(s) undertake to provide continued after sales service including but not restricted to the following services:

- i) To guarantee uninterrupted supply of spare parts throughout the designed life of SPV modules and PCUs. The designed life of SPV modules and PCUs shall be as indicated elsewhere in the technical bid.
- ii) To assist RBI in investigation of failure/malfunctioning of any part or system as and when called for by RBI during and after defects liability period.
- iii) We shall propose with cost estimate, any modification / up gradation of safety features, design modification / improvements to be incorporated in the SPV modules and PCU subsequent to completion of the contract and suggest a time schedule to implement the same to enhance performance, reliability / life of SPV modules and PCU.
- iv) We hereby undertake to provide the above services and respond to RBI's queries/requests in reasonable time notified by RBI during the design life of the SPV modules and PCU.
- v) Any breach of above undertaking will entail RBI to take any or all actions mentioned below as deemed fit by RBI.
 - a) To place on record the performance of firm either in the RBI website or other publications.
 - b) Intimate the Regulatory Authorities / bodies or other Banks.
 - c) Restrict the firm's participation in further tendering in RBI.

Date: _____ (Name and address of the company with
Company Seal)

Note: This undertaking shall be furnished by the manufacturer of SPV Modules and PCUs. In case the manufacturers of these two items are different, separate undertakings must be furnished by the respective manufacturer.



भारतीय रिज़र्व बैंक / Reserve Bank of India
सम्पदा विभाग / Estate Department
अहमदाबाद / Ahmedabad

भारतीय रिज़र्व बैंक, अहमदाबाद के नवरंगपुरा में बैंक की "पराग" कॉलोनी में सोलर फोटो वोल्टाइक आधारित 20 KWp के ग्रिड इंटरैक्टिव सौर ऊर्जा संयंत्र के डिज़ाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के कार्य हेतु ई-निविदा

Tender for Design, Supply, Installation, Testing and Commissioning of solar photo voltaic (SPV) based 20 kWp grid interactive solar power plant at Bank's "PARAG" colony in Navrangpura, Ahmedabad

e-Tender No: RBI/Ahmedabad Regional Office/Estate/

(भाग II मूल्य बोली) / (Part-II Price Bid)

बोलीदाता का नाम: _____
 पता: _____
 ईमेल: _____
 दूरभाष: _____

बोली पूर्व बैठक का समय एवं स्थान	स्थान : संपदा विभाग, चतुर्थ तल, मुख्य कार्यालय भवन, भारतीय रिज़र्व बैंक, अहमदाबाद
बोली प्रस्तुत करने की अंतिम तिथि:	
निविदा का भाग I अर्थात् तकनीकी-वाणिज्यिक बोली खोलने की तिथि:	

Note: This is an-e tender. Hence, signed & scanned Part I must be uploaded to CPPP website. Part II/price bid will be directly filled at the CPPP site.

Bidder/Contractor/Tenderer means those who are participating in the tendering process. Successful bidder/contractor/Tenders mean who quote Lowest rates after evaluating the Part I and Part II of tender.

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भारतीय रिज़र्व बैंक / Reserve Bank of India
सम्पदा विभाग / Estate Department
अहमदाबाद / Ahmedabad

Unpriced Bill of Quantity
(Rates to be submitted in Price Bid Excel on CPPP Portal)

Design, Supply, Installation, Testing and Commissioning of solar photo voltaic (SPV) based 20 kWp grid interactive solar power plant at Bank's "PARAG" colony in Navrangpura , Ahmedabad.

Sr. No	Description of Item	Qty	UoM
1	Design, manufacturing, supply, installation, Testing and Commissioning of solar photovoltaic based 20 KWp capacity grid interactive rooftop Solar Power plant at Bank's "PARAG" colony in Navrangpura., Ahmedabad The system shall have guaranteed annualized AC energy output of 24,000 Kilo watt hour (kWh) per year during the first ten years of operation. The rate shall include for all the material required including required quantities of SPV modules (min. module efficiency= 20% & min. module capacity of 500 Wp) formed into arrays, their mounting arrangement, power conditioning units, required DC & AC distribution panels with MCB/ MCCBs, surge protection units, AC and DC cabling work (up to AC distribution panel), data loggers along with PC based arrangement for system performance monitoring, three sets of Chemical/ Compound earthing using copper coated earth electrode of dia. 80mm & length approx. 3.0 meter at least at a depth of 10 feet, 50 kg of earth enhancing compound for each earthing including earthing chamber with GI cover plate (IS: 3043: 2018 amended till date) & supply and laying of earth strip with 25x5 mm GI strip laid up to lightning arrestors, body earth and neutral earth as per requirements and as directed by Banks engineers, safety arrangements, related civil work, connection of the system with grid in co-ordination with Torrent Power Limited (including installation of bidirectional net metering (if required) & solar meter), and training etc. as defined in the scope of work, technical specification and in accordance with the laid down functional requirement and specification to provide a composite operational system. Rate quoted shall be inclusive of data charges for the remote data monitoring system throughout the life of solar power plant. The rate shall include for all the taxes, duties, levies, insurance, transportation, loading, unloading of the	20	kWp

	material etc.		
2	Supply & laying 4C x 10 sqmm, 1100 V XLPE FRLSH armoured copper cable along (between ACDB and LT panel via solar meter) with accessories such as saddles, 04 nos. terminations using copper lugs & glands of approved make. Rate inclusive of GST, as applicable.	50	RM
A	Capital Cost = (1) + (2)		

Signature of Tenderer:

Date