



PREMISES DEPARTMENT

## TENDER DOCUMENTS

FOR

DESIGN SUPPLY INSTALLATION TESTING AND COMMISSIONING 10 KWP  
GRID TIED ROOF TOP SOLAR SYSTEM  
AT BANK OF INDIA, SALEMPUR BRANCH, BARABANKI

VOLUME-I (TECHNICAL BID)

Event No :: BOI/Lucknow/Premises/5/24-25/ET/20[Solar work at BOI Salempur Br]

### OWNER

THE ZONAL MANAGER,  
BANK OF INDIA,  
ZONAL OFFICE, 3<sup>rd</sup> FLOOR, PREMISES DEPARTMENT  
STAR HOUSE-I, VIBHUTI KHAND, GOMTI NAGAR  
LUCKNOW-226010

### ARCHITECT

M/S GURU SABEENA & ASSOCIATES  
Architects, Engineers & Interior Designers  
2/37, Vikrant Khand, Gomti Nagar,  
Lucknow-226010  
E-mail: sabeenasingh\_01@yahoo.com



LUCKNOW ZONAL OFFICE  
PREMISES DEPARTMENT

TENDER DOCUMENT

FOR  
DESIGN, SUPPLY INSTALLATION TESTING AND COMMISSIONING WITH  
OPERATION & MAINTENANCE (O&M) for 5 years 10 KWP GRID TIED ROOF TOP  
SOLAR SYSTEM AT BANK OF INDIA, SALEMPUR BRANCH, BARABANKI

LAST TIME AND DATE OF SUBMISSION OF APPLICATION / BID is UPTO **3.00 PM.**  
**ON 21.12.2024**

Name of the firm .....  
Address .....  
.....  
Phone Numbers – .....  
Mobile No. ....

E-mail:

PRICE OF THIS TENDER FORM: Rs 2,000/- (Nonrefundable) payable online as direction  
given in the NIT

**Contact Persons:**

Bank Of India:

Mr. N D Pandey: Chief Manager (Ph-0522-2306039)

Mr. Pankaj Singh Rana: Manager (0522-2721502)

Architect / Consultant: M/s Guru Sabeena Associates

Mr. Prashant Sharma : 09555300387

Ref No. ZO:LKO:PREM(TECH):PSR/

Date:30.11.2024

To,

The Zonal Manager,  
Bank of India,  
Lucknow Zonal Office  
Premises Department

**SUBJECT: DESIGN, SUPPLY INSTALLATION TESTING AND COMMISSIONING WITH OPERATION & MAINTENANCE (O&M) FOR 5 YEARS OF 10 KWP GRID TIED ROOF TOP SOLAR SYSTEM AT BANK OF INDIA, SALEMPUR BRANCH, BARABANKI.**

Dear Sir,

I/We clearly understood the plans, specifications, schedule of quantities, General Conditions for the above mentioned work and having visited and examined the site of the proposed work, do hereby tender to execute and complete the entire work in accordance with the priced bill of quantities and/or as given in the special specification of each works attached hereto.

It is understood that the lowest or any tender will not necessarily be accepted and that you are not bound to assign any reason of the same.

I/we agree to keep our offer open for three months from the date of opening.

We undertake to complete and deliver the total work **within 45 days** from the date of commencement (to be reckoned from the 7<sup>th</sup> day of date of Work Order). If the work shall remain incomplete after the expiry of the aforesaid date, liquidated damages and not by way of penalty will be levied on us as per terms of contract. Suitable extension of time shall be granted for delays beyond our control.

Name and Address of  
the Contractor

Signature & Stamp of Contractor

**Place :**

**Date :**

## FOR

**PROPOSED DESIGN SUPPLY INSTALLATION TESTING AND COMMISSIONING 40 KWP GRID TIED ROOF TOP SOLAR SYSTEM AT STAR HOUSE, BANK OF INDIA ZONAL OFFICE, VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW**

Bank of India invites e-tender for the above work from reputed Contractors having requisite experience of execution of similar work..

Sr. No.	Project Description	Earnest Money Deposit	Time Period
1.	TENDER FOR PROPOSED DESIGN, SUPPLY INSTALLATION TESTING AND COMMISSIONING WITH OPERATION & MAINTENANCE (O&M) FOR 5 YEARS OF 10 KWP GRID TIED ROOF TOP SOLAR SYSTEM AT BANK OF INDIA, SALEMPUR BRANCH, BARABANKI	<b>Rs.30,00/- (Rupees thirty thousand only )</b>	45 days

2) E- Tenders (Two Cover System), on item rate basis are to be submitted online at [www.mstcecommerce.com/eprocn/](http://www.mstcecommerce.com/eprocn/) . To facilitate the prospective bidders, detailed process and instructions to participate in MSTC e-Tender portal are provided in Annexure hereinafter.

3) The bid documents consist of two parts. Part A i.e. Technical Bid consists of Technical specifications, Terms & Conditions to be complied with, Forms of application, Prequalification Criteria etc. Part B i.e. commercial bid / Price Bid consists of Bill of Quantities. Detailed tender documents consisting of Technical Bid and Price Bid can be available on line at [www.mstcecommerce.com/eprocn/](http://www.mstcecommerce.com/eprocn/) and tender section in [www.bankofindia.co.in](http://www.bankofindia.co.in)

4) However, the bids can be submitted only after deposition of the following amounts by NEFT in favour of MSTC and Bank of India as under within the period of bid submission:

- a) **Tender Fee & EMD:** Rs. 2000/- (Two Thousand only) – Non-refundable towards cost of Tender and EMD of Rs. 30,000.00 (Rupees thirty thousand only) in the name of Bank of India in the following account

Particulars	NEFT/RTGS
<b>BANK NAME</b>	<b>BANK OF INDIA</b>
<b>BRANCH NAME</b>	<b>Gomti Nagar</b>
<b>CITY</b>	<b>Lucknow</b>
<b>IFSC CODE</b>	<b>BKID0006828</b>
<b>ACCOUNT NO</b>	<b>682890200000033</b>
<b>BENEFICIARY NAME</b>	<b>Bank of India, Tender Money</b>

- b) **Transaction Fee:** Rs. 577.60/- (Five Hundred Seventy-Seven rupee and sixty paise only) plus GST. The applicants shall pay the transaction fee (non -refundable) to MSTC using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The applicants have to select the particular tender from the event dropdown box. **The vendor shall have the facility of making the payment either through NEFT or Online Payment.** Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.
- 4) The last date of submission of tenders is upto 3:00 PM on **21.12.2024**. Technical Bids, if possible will be opened at 3:30 PM on the same day i.e. on **21.12.2024**. All applications will be scrutinized as per the prequalification criteria given in the tender document. On opening the technical bid if it is found that the applicant has not submitted the cost of tender and/or the EMD of requisite amount their application will be rejected and will not be processed further. Financial/ Price bids, of only those applicants/ bidders who fulfils prequalification criteria, whose works are found satisfactory on inspection and against whom there is no adverse comments/ reports from previous clients, will be opened.
- 5) The time and date of opening of the price bid will be intimated subsequently. Our endeavours will be to open the price bids of valid tenders at the earliest.
- (All Micro and Small Enterprises- MSEs having valid registration as per provisions of the Government of India Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME will be exempted from submission of EMD and Tender fee. MSE, must along with their offer / application, provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item / goods / services tendered, with any of the agencies mentioned above, for claiming such exemption.
- 6) Bank of India reserves the right to accept or reject any or all the tenders/bid, without assigning any reasons whatsoever

Yours faithfully,

**For Bank of India**  
**Zonal Manager**

## **INSTRUCTIONS TO BIDDERS FOR E-TENDERING**

**This is an E- Tender event of Bank of India. The E-Tender service provider is MSTC Ltd.**

Bidders are requested to read the process of E-Tender (**1 to 23**), terms & conditions of this tender before submitting their online tenders. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender process for opening of Price bid / Commercial bid

### **Process of E-Tender**

#### **1. Registration of bidder**

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the MSTC e-Procurement system, through logging on to <http://eprocure.gov.in/eprocure/app>. **The process involves Bidder's registration with MSTC E-Procurement portal which is free of cost.** Only after registration, the Bidder(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Bidder should possess Class III signing type digital certificate. Bidders have to make their own arrangement for bidding from a P.C. connected with Internet. **MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).**

SPECIAL NOTE: THE TECHNICAL BID AND COMMERCIAL BID HAVE TO BE SUBMITTED ON-LINE AT [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc)

- i) Bidders are required to register themselves online with <https://www.mstcecommerce.com/eproc> → Register (Filling up details and creating own user id and password) → Submit. Please follow the 'Registration Guide' available in the Registration link before proceeding.
- ii) Bidders will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.
- iii) The bidders shall have to subscribe to the buyers and categories in order to receive system generated mails. In order to subscribe, a Bidder has to login and click on 'My Subscription' followed by 'Add Subscription'. On successful subscription, a system generated mail shall be forwarded to the Bidder. Please follow the guide for 'Subscription' of 'Download Guides' available in the Dashboard before proceeding.

In case of any clarification, please contact BANK OF INDIA /MSTC, (before the scheduled time of the e- tender).

#### **Contact person (BANK OF INDIA)**

Name: Mr. N D Pandey

Designation: Chief Manager

Tel. No. – 0522-2306039

Email- [Lucknow.Premises@bankofindia.co.in](mailto:Lucknow.Premises@bankofindia.co.in)

Name: Mr. Pankaj Singh Rana  
Designation: Manager  
Tel. No.- 0522-2721502  
Email- [Lucknow.Premises@bankofindia.co.in](mailto:Lucknow.Premises@bankofindia.co.in)

**Contact person (MSTC Ltd):**

**Centralized MSTC Helpdesk number(for technical guidance)- 07969066600**

**[helpdeskho@mstcindia.in](mailto:helpdeskho@mstcindia.in)**

**Please mention “ HO Helpdesk” as subject while sending e-mails**

**( 9.30 AM to 5.00 PM on all working days)**

- i) **Mr. Vijyant Narayan Singh**  
**Tel No: 9909080178**

## **2. Digital Signature certificate (DSC)**

Each bidder is required to obtain a Class-III Digital Signature Certificate (DSC) for submission of bids.

The bidder can search and download NIT & Tender Documents electronically from the website mentioned in [www.mstcecommerce.com](http://www.mstcecommerce.com) using the Digital Signature Certificate. This is the only mode of collection of Tender Documents

## **3. System Requirement:**

- a) Operating System –Windows 7 and above
- b) Web Browser- Preferred 'IE 8' and above
- c) Web Browser- Preferred 'IE 8' and above
  - i) Tools=>Internet Options=>Security=>Disable protected Mode If enabled-i.e., Remove the tick from the box mentioning “Enable Protected Mode”.
  - ii) Tools => Internet Options => Security =>Custom Level=>
    - Active X control & plug-ins: Enable all Active-X Controls
    - Scripting: Enable “Allow Status Bar Update Via Script”
    - Disable “Use Pop-up Blocker”
- d) Java: JRE 8 Latest update
- e) Other Settings:
  - i) View => Toolbars=> “Tick” Status Bar.
  - ii) Tools=>Internet Options=> General=> Click on Settings under “Browsing history/Delete Browsing History”=> Temporary Internet Files=>Activate “Every time I Visit the Webpage”.

- f) For new Version of IE or other “Active –X Filtering” under Tools should not be ticked.  
 g) Tools =>Internet Options=> Security=> Selected Trusted Sites=> Add Website  
<http://www.mstcecommerce.com>.

**4. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity**

**5. Special Note towards deposition of EMD, Cost of Tender and Transaction fee:**

- a) Rs. 2000/- towards cost of tender and Rs. 30,000.00 towards EMD in the name of Bank of India in the following account

Particulars	NEFT/RTGS
<b>BANK NAME</b>	<b>BANK OF INDIA</b>
<b>BRANCH NAME</b>	<b>Gomti Nagar</b>
<b>CITY</b>	<b>Lucknow</b>
<b>IFSC CODE</b>	<b>BKID0006828</b>
<b>ACCOUNT NO</b>	<b>682890200000033</b>
<b>BENEFICIARY NAME</b>	<b>Bank of India, Tender Money</b>

- b) Transaction Fee (non-refundable) to MSTC Ltd.

The bidders shall pay the transaction fee (non - refundable) using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The bidders have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

- NOTE: The bidders should submit the EMD. Cost of Tender and transaction fee ON OR BEFORE THE PRESCRIBED DATE as they will be authorized for bid submission only after receipt of the same by Bank of India and MSTC.
- **After depositing the amounts mentioned above, prospective bidders are required to send an email in this regard to below email ids stating the transaction details viz Amount, Date of Transfer, UTR No., Bank etc.**

**For Bank of India:**

Email: [Lucknow.Premises@bankofindia.co.in](mailto:Lucknow.Premises@bankofindia.co.in)

**For MSTC LTD.**



**i) Mr. Vijyant Singh**  
**Tel No: 9909080178**

- **Bidders may please note that the Cost of Tender, EMD and transaction fee should be deposited by debiting the A/C of the bidder only.** These amounts deposited from or by debiting any other party's a/c will not be accepted. Cost of Tender and Transaction fee is non-refundable.
- In case of failure to submit the payment towards Cost of Tender and Transaction fee for any reason, the Bidder will not have the access to online E-Tender.

**6.** All notices and correspondence to the bidder(s) shall be sent by email only during the process, up to the finalization of tender by Bank of India. Hence the bidders are required to ensure that their official email ID provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSCs (Digital Signature Certificates).

**7. E-Tender cannot be accessed after the due date and time mentioned in NIT.**

## **8. Bidding in E-Tender**

- i) The process involves Electronic Bidding for submission of Bid.
- ii) The bidder(s) can submit their Bid through internet in MSTC Website [www.mstcecommerce.com/eprocn/](http://www.mstcecommerce.com/eprocn/)
- iii) The NIT/ Documents shall be available for download in the event catalogue available under 'Event Details' of the Event.
- iv) Please follow the guides for 'Uploading encryption public key' and 'Bidding' under 'Download Guides' available in the Dashboard before proceeding to submit bid.  
Technical bid to contain the notice inviting applications, application form duly filled in with all supporting documents fulfilling requisite selection criteria/ General Conditions of the Tender, instruction to the applicants etc..  
Financial bid to contain priced Bill of quantities in the prescribed format.
- v) The bidders may upload the bidding related documents in the link 'My Documents'. The documents uploaded here shall be available for attaching with this event in the Bid Floor.
- vi) In order to submit bid, a vendor has to go to 'Events' from the menu and select 'Bid Floor'. The vendor has to select the buyer 'Bank of India' from the buyer list in order to view the live events list. The correct event has to be selected from the event list for participation. A vendor has to submit 'Event wise bid details' that may consist of 'Common Terms' and/ or 'Document Attach'. A vendor has to save the Common Terms and/ or attach documents by clicking the respective buttons. Once the event specific bids are saved, the status is updated in 'Event specific bid statuses and the

'Item specific bid' button appears on the bid floor. Thereafter vendor has to click button under 'Technical Cover' in order to save the technical bid for specific lots. Once the technical bid is saved, the 'Price Cover' button appears on the screen for respective lots. Once price bid / commercial bid is saved, the vendor has to click on 'Final Submit'. On final submission of bid, the status of the bid submission shall display 'Bid submitted' under 'Item specific bid statuses. A vendor shall receive system generated mail.

NOTE: - The bid cannot be revised once the Final Submit button has been clicked by the bidder. However, if the bidder wishes to change his bids then he may delete the bid and re-submit the same.

- vii) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
  - viii) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
  - ix) The e-tender floor shall remain open from the pre-announced date & time and for the duration mentioned above.
  - x) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by Buyer will form a binding contract between Buyer and the Bidder.
  - xi) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
  - xii) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
  - xiii) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
9. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
  10. No deviation to the terms & conditions are allowed.
  11. Bank has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
  12. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website [www.mstcecommerce.com/eproc](http://www.mstcecommerce.com/eproc) of MSTC Ltd.
  13. The bidders should upload all the documents required (if any) as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
  14. The tenders will be opened electronically on specified date and time as given in the NIT.

Part I Technical bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.

Technical Bid part of the applications will be scrutinized by the Bank as per the benchmark of minimum eligibility / selection criteria given in the Notice. Works executed under the consultancy by the firms who fulfil the eligibility criteria will be inspected by an in-house Committee of the Bank. Confidential reports from the previous clients of the firms who fulfil the minimum eligibility criteria will be obtained by the Bank. Based on the fulfilment of selection/eligibility criteria, inspection of works and confidential reports, short listing of contractors will be done for opening the financial bids.

15. Letters / e-mails will be issued to the shortlisted contractors informing that they have been pre-qualified based on Technical parameters as well as the date fixed for opening their financial bids. Applicants who are not shortlisted will also be intimated with reasons for their non-selection.
16. Part II - Commercial bids / Price Bids of the shortlisted / technically qualified bidders will be opened electronically by the Bank on the date as intimated to them.
17. If the space in this form is insufficient for furnishing full details, such information may be continued on separate sheets of paper, stating therein the part of the form and serial number. Separate sheets shall be used for each part and a proper reference with page number must be indicated in the main form of application.
18. Applications containing false and/or inadequate information are liable for rejection.
19. Clarifications, if any required, may be obtained from Zonal Office Premises Department, Bank of India
20. Bidders are requested to visit the site before submitting the application to acquaint themselves with the site conditions.
21. Decision of the Bank in regard to selection of contractor for the work shall be final. The Bank reserves the right to reject any or all applications without assigning any reason thereto.
22. Canvassing in any form in connection with the Tender is strictly prohibited and the bids submitted by the bidders who resort to canvassing are liable to be rejected.
23. **The bidders shall quote their rate excluding GST. GST SHALL BE PAID EXTRA as per rule.** If the bidder fails to pay the taxes to the authorities concerned, the owner reserves the rights to recover the said amount from the amount payable to the Architect/ Consultant and pay to the Authorities Concerned. **If rates are quoted in any other format as mentioned above, their bid will not be considered and will be out rightly rejected.**

NOTE: BIDDERS/ TENDERER MUST SUBMIT THE TENDER AS PER ORIGINAL FORMAT. IF ANY BIDDER CHANGES ANY FORMAT OF TECHNICAL BID, PRICE BID, OR ANY PART OF TENDER AT ANY STAGE OF TENDERING/ BIDDING, HIS BID WILL NOT BE CONSIDERED AND HIS TENDER/ BID WILL BE OUGHTRIGHTLY REJECTED. IF BIDDER MAKES ANY REMARKS OR ANY CONDITION, HIS BID WILL NOT BE CONSIDERED AND HIS TENDER/ BID WILL BE REJECTED. TENDERER MUST NOT REVISE, ADD, OMIT, OR ASSUME ANYTHING OTHER THAN DETAILED IN TENDER. NO JUSTIFICATION WHATEVER MAY BE CONSIDERED IN THIS REGARD.

## **ELIGIBILITY CRITERIA FOR PRE-QUALIFICATION**

**The Companies / Firms that fulfill the criteria as given below shall be eligible:**

### **GENERAL**

The Bidder should be either a body incorporated in India under the companies act, 1956 or 2013 including any amendment thereto **and engaged in the business of Solar Power.**

A copy of certificate of incorporation shall be furnished along with the bid in support of above.

### **TECHNICAL ELIGIBILITY CRITERIA**

1. The Company should be either a Partnership or a Public Limited Company or a Private Limited Company or Proprietorship firm registered under the Indian Companies Act 1956.
2. The Company/ Firm should have registration under Government authority like UPNEDA, MNRE etc..
3. The Company / Firm should have average financial turnover of minimum Rs 10,00,000.00 **on similar works** during the last three years ending 31<sup>st</sup> March 2023. The Balance sheet certified by CA to be produced.
4. The Contracting Company/ Firm during the last 7 years (ending 31<sup>st</sup> March 2023) should have satisfactorily completed not less than 10 kwp the following works/ Projects:
  - a) The Contractor shall have adequate experience in the field of **Design, supply installation testing and commissioning along with operation & maintenance of roof top Grid Connected Solar System.**
  - b) The firm must have minimum experience of having successfully executed **work of** similar nature as under.
    - I. at least 3 similar works of minimum Rs. 4.65 lac each  
Or
    - II. at least 2 similar works of minimum Rs. 5.78 lac each.  
Or
    - III. at least one similar work of minimum Rs. 9.25 lac.
  - c) The firm should have experience for at least one similar completed project of value not less than Rs. 4.65 lakhs for Govt. /Public Sector Undertakings/ Nationalized Banks anywhere in India and shall not have any discouraging / adverse report about the firm.

**Note: “Similar nature of work means experience in designing roof top solar power, plant manufacturing / sourcing of related equipment, erection, installation, testing, paralleling / synchronizing with grids commissioning, SCADA and evaluation including civil / structural construction, post commissioning service operation and maintenance etc all on turnkey basis.”**

5. Joint Venture either in the company or in the works is not allowed.
6. Bank Solvency Certificate of Rs. 3.50 Lakh and authority to seek references from company's/ firm's bankers and evidence of adequacy of working capital for this contract
7. Confidential reports from previous employers will be sought by client.
8. Required information should be submitted in the format given below. The firm Should enclose documentary evidence in support of the experience details furnished by them along with a copy of the commissioning certificate and Work order / Contract / Agreement/ from the Client/ Owner stating the value of work and other salient features of work. photographic evidence, Completion certificate from the clients indicating the date of commencement, date of completion & estimated & actual cost of execution of the work failing which it may be treated that they have not completed such works. In case the experience certificate is issued by a private PMC/ ARCHITECT / the employer, that certificate should be supported by TDS certificate by the employer. Certificate and testimonials of the project should clearly identify completion of the above activities satisfactorily for the projects referred to meet pre-qualification criteria.
9. The firm / company should have registration with GST, PF, ESIC and Prof. Tax and submit the proof of the same.
10. The The company/ firm should produce acknowledgement and copy of IT returns for last three years.
11. Bidders have to fulfil all the criteria of Pre-qualification failing which their bids will be summarily rejected and no correspondence in this regard will be entertained by the Bank

## INSTRUCTIONS TO APPLICANTS

1. Intending Applicants/ bidders are required to submit their applications in the prescribed format and with full particulars, giving details about their organization, experience, technical personnel in their organization, which will be kept confidential.
2. While deciding upon the pre-qualification of contractor emphasis will be given on the ability and competence of applicants to do good quality work within the specified time schedule.
3. Each page of the application shall be signed. The application shall be signed by person/persons on behalf of the organization having necessary authorization / Power of Attorney to do so.
4. If the space in the given proforma is insufficient for furnishing full details, such information may be supplemented on separate sheets of paper, stating therein the part of the proforma and serial number. Separate sheets shall be used for each part, and a proper reference with page number must be indicated in the main form of Tender application either collected from the Bank or downloaded from Bank's website.
5. Applications containing false and/or inadequate information will be liable for rejection.
6. Clarifications, if any required, may be obtained from Bank of India, Zonal office.  
1- Contact person: Mr. N D Pandey  
Designation: Chief Manager (Corporate Services Department)  
Phone: 0522- 2306039  
2- Contact person: Mr. Pankaj Singh Rana  
Designation: Manager (Corporate Services Department)  
Phone: 0522- 2721502
7. Mere fulfillment of minimum eligibility criteria will not entitle for Pre-qualification as pre-qualification will be done after taking into account various parameters including receipt of satisfactory reports from previous clients.
8. **Applicants shall furnish documentary evidence / certificates in support of their claim of work undertaken and work in hand, failing which the application will be liable for rejection.**
9. Decision of the Bank in regard to pre-qualification of contractor shall be final. The Bank reserves the right to reject any or all applications without assigning any reason thereto.

10. If required, the Bidder(s) or their authorized representative(s) is/ are invited to attend Pre-bid meeting(s), which will take place on date(s) as specified in Bid information sheet, or any such other date as notified by Bank through its website only at [www.bankofindia.com](http://www.bankofindia.com).
11. The purpose of the pre-bid meeting will be to clarify any issues regarding the Tender including in particular, issues raised in writing and submitted by the Bidders.
12. Bank of India is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought by any/ all bidders.

### 13. **AMENDMENTS TO TENDER**

At any time prior to the deadline for submission of Bids, the Bank of India may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender document by issuing clarification(s) and/ or amendment(s). All such notices/ amendments/ corrigendum related to this Bid which are required to be publicized shall be uploaded on the Bank's website [www.bankofindia.com](http://www.bankofindia.com) under head "Tender".

Bank of India will not bear any responsibility or liability arising out of non-receipt of the information regarding Amendments in time or otherwise. Bidders must check the website for any such amendment before submitting their Bid.

14. All pages of the Tender/ Bid, except for any other document executed on non-judicial stamp paper, forming part of the Bid Contract and corrections in the Bid, if any, must be signed by the authorized signatory on behalf of the Bidder. It is clarified that the same authorized signatory shall sign all pages of the Bid.

15. Bidders shall submit the Bid/ Tender in original, duly signed by their authorized signatory of the Bidder. No change or supplemental information to a Bid will be accepted after the Bid Deadline, unless the same is requested for by Bank of India.

16. All the envelopes shall be sealed properly & shall indicate the Name & address of the Bidder. The Bid must be complete in all technical and commercial respect and should contain requisite certificates, drawings, informative literature etc. as required in the Bid /Tender document.

17. Each page of the Bid/Tender document should be signed & stamped. Bids with any type of change or modification in any of the terms/ conditions of this document shall be rejected.

18. If necessary, additional papers may be attached by the Bidder/Tenderer to furnish/ submit the required information. Any term / condition proposed by the Bidder/ Tenderer in his/ her bid which is not in accordance with the terms and conditions of this Tender/ Bid document may attract rejection of their bid/ Tender.

19. The Successful Bidder shall sign and stamp the Letter of allocation/ Award (LOA) and

return the duplicate copy of the same to the Bank of India within 07 days from the date of its issue.

20. In exceptional circumstances when letter of allocation is not issued, the Bank of India may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Bond. A Bidder granting the request will neither be required nor permitted to modify its Bid in any manner.
21. The Earnest Money Deposit (EMD) shall be forfeited without prejudice to the Bidder being liable for any further consequential loss or damage incurred to the Bank of India under following circumstances:
  - a. Hundred percent (100%) of EMD amount, if a Bidder withdraws/ revokes or cancels or unilaterally varies his bid in any manner during the period of Bid Validity specified in the Tender / Bid document.
  - b. Hundred percent (100%) of the Bid Bond amount, if the Successful bidder fails to unconditionally accept the letter of award/ allocation(LOA) within 07 days from the date of its issue.
22. This Tender call may be withdrawn or cancelled by the Bank of India at any time without assigning any reasons thereof. The Bank of India further reserves the right, at its complete discretion, to reject any or all of the Bids without assigning any reasons whatsoever and without incurring any liability on any account.
23. The Bank of India reserve the right to interpret the Bid submitted by the Bidder in accordance with the provisions of the Tender Document and make its own judgment regarding the interpretation of the same. In this regard the Bank of India shall have no liability towards any Bidder and no Bidder shall have any recourse to the with respect to the selection process. Bank of India decision in this regard shall be final and binding on the Bidders.
24. Bank of India reserves its right to vary, modify, revise, amend or change any of the terms and conditions of the Bid before submission. The decision regarding acceptance or rejection of the bids vested with the Bank of India.
25. This is a ZERO Deviation Bidding Process. Bidder is to ensure compliance of all provisions of the Bid Document and submit their Bid accordingly. Tenders with any deviation to the bid conditions shall be liable for rejection.
26. Bidder requiring any clarification on bid documents may contact following personals:
  - a) **Name of the Officer: Shri N D Pandey**  
**Contact number: 0522- 2306039**  
**Email id: Lucknow.Premises@bankofindia.co.in**
  - b) **Name of the Officer: Shri Pankaj Singh Rana**  
**Contact number: 0522-2721502**  
**Email id: Lucknow.Premises@bankofindia.co.in**



## Part – 1 : Basic Information

1.	Name of the Applicant and address of the Registered office.	
2.	Date and Year of establishment (Enclose documentary evidence)	
3.	Type of the organization (Whether sole proprietorship, Partnership, Private Ltd. or Co-operative body etc.)	
4.	Name of the Proprietor/Partners/Directors of Applicant with address and phone Numbers.	
	(a)	
	(b)	
	(c)	
	(d)	
5.	Details of registration – Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration number.	
6.	Whether registered with Government/ Semi-Government/Municipal Authorities or any other Public Organization and if so, in which class and since when?	
7.	No. of years of experience in the relevant field.	
8.	Address of office through which the proposed work of the Bank will be handled and the name & designation of the officer in charge.	
9.	Adequate and satisfactory evidence to indicate financial capacity of the Applicant to undertake the said works with names of Bankers and their full addresses. (Solvency certificate from a bank & Copy of Income tax clearance certificate should be attached).	
10.	Yearly turnover of the Organization during last 3 years. (year wise) (Enclose copy of audited Balance Sheet of last 3 years)	2020-2021 2021-2022 2022-2023
11.	Number of supplementary sheets attached.	
12.	<b>Performance Certificates from previous clients .</b>	
13.	Name of the Bankers	
14.	Authorized Signatories with name and signature:	

15.	Income Tax No. Permanent A/c No GST No Service Tax registration No. VAT registration No. Profession Tax registration No. (Encl Documentary evidence)	
16.	Whether any Civil Suit/litigation /Arbitration arisen in the contracts executed during the last 5 years/being executed now. If yes, please furnish the details in the proforma given below.	

**Work capability and previous experience.**

**List of important projects completed by the organization during last 7 years costing over & above Rs 4.65 lakh.**

Sr.No	Name of the Project and location	Name & full postal address of the Client. Also indicate whether Govt. or Private body with full postal address.	Contract Amount (Rs.)	Completion period with dates		Whether work was left incomplete or contract was terminated from either side. Give full details	Whether Performance certificate enclosed with enclosure no	Any other relevant information
				Stipulated	Actual			

**Please note that all information as per the format should be filled.**

**Commencement and completion dates should be mentioned.**

**Performance certificate should be enclosed in the prescribed format along with the details.**

**List of important works IN HAND costing above Rs 4.65 lakh.**

Sr.No	Name of the Project and location	Name & full postal address of the Client. Also indicate whether Govt. or Private body with full postal address.	Contract Amount (Rs.)	Progress of work along with stipulated date of completion of work	Any other relevant information

Signature of the Applicant

**NOTES:**

1. Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure / as enclosed" unless unavoidable.
2. Information shall be limited to the Applicant. If any relevant data concerning the Group of Companies to which the Applicant belongs is desired to be given, the same shall be given separately in a supplementary sheet.

**References**

1. Please give references of two persons (Engineers, Architects or top officials of an organization) for whom you have executed Projects of importance, who may be in a position to advise and confirm the Bank about the ability, competence and capability of your organization.

Signature of the Applicant with full name and seal

## LETTER OF OFFER / TENDER

To,  
The Zonal Manager  
Premises Department  
.....  
.....  
.....

Dear Sir,

Having examined the site conditions, specifications, designs and schedule of quantities relating to the work specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired all the information relating thereto as affecting the tender. I/We hereby offer to execute the works specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with the specifications, design, drawings and instructions referred to in the Conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and Technical Specifications as provided for, by and in all other respects in accordance with such conditions so far as they may be applicable.

### **MEMORANDUM**

Description of work : **PROPOSED DESIGN, SUPPLY INSTALLATION TESTING AND COMMISSIONING WITH OPERATION & MAINTENANCE FOR 5 YEARS OF 10 KWP GRID TIED ROOF TOP SOLAR SYSTEM ON THE TERRACE OF BANK OF INDIA, SALEMPUR BRANCH, BARABANKI**

Earnest Money Deposit (EMD) : Rs 30,000.00 (by Pay Order/Demand Draft/)

Performance Bank Guarantee (PBG) : 5 % of the accepted contracted sum including EMD.

Percentage to be deducted  
from R.A.Bills as Retention Money : 5 % of the each certified Running bill amount .

Total Security Deposit : Max. 10% of the Contract value including PBG & Retention Money

**Minimum Value of work for interim: Rs. 5,00,000.00(Rs. Seven Lakh fifty thousand Only )  
certificate**

**Time allowed for completion : 45 Days**

Liquidated Damage : 1.00 % of the Contract Amount Per Week

of delay subject to a Maximum of 10% of the actual project cost.

- Validity period for Tenders ... : 90 days from the date of opening of the price bid of the tender.
- Defect Liability Period ..... : 12 Months from virtual completion date of the total work
- Period of Honouring Bills : A) Running Bill : 15 working days from the date of completion with all the supporting documents.  
B) Final Bill : 30 working days from the date of completion with all the supporting documents.

Should this tender be accepted, I/We hereby agree to abide by our tender / offer and fulfil the terms and provisions of the said set of Conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Bank of India the amount mentioned in the said conditions.

I / We have deposited a sum of Rs 30,000.00 as Earnest Money Deposit.

Signature of Contractors

## ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made this \_\_\_ day of \_\_\_ Two Thousand twenty four between the Bank of India, a body corporate Constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 and having its Zonal Office at Vibhuti Khand, Gomti Nagar, Lucknow-226010 (hereinafter referred to as “the Owner or The Bank” which expression shall include its successor or successors and assigns) of the ONE PART through the authorized officer Shri. \_\_\_\_\_ (Designation)

AND

**M/s. \_\_\_\_\_, having its registered office at \_\_\_\_\_, (hereinafter referred to as the “CONTRACTOR”) of the OTHER PART.**

WHEREAS the Owner is desirous of taking up Design, Supply Installation Testing and Commissioning with operation & maintenance for 5 years of solar roof top grid system at (Location)

\_\_\_\_\_  
(hereinafter called the “Works”).

AND WHEREAS the Owner has caused the scheme for the work which includes contract conditions, Technical specifications, Instructions to bidder, priced schedule of quantities and special conditions prepared with the assistance of the said Architect / Consultant subject to which the offer of the Contractor shall be accepted.

AND WHEREAS the tender of the Contractor for the said work has been approved by the Owner.

AND WHEREAS the Owner has therefore issued work order no .....dated .....to the Contractor.

WHEREAS THE Contractor has deposited with the Owner Bank Guarantee of value Rs..... Which is 5% of the of the contract value (including EMD amount) towards due performance of the Agreement also known as Performance Bank Guarantee(PBG).

AND WHEREAS said all the scheme of work inclusive of the specifications, priced schedule of quantities, conditions of contract and special conditions (hereinafter collectively referred to as the said condition) & Technical Specifications have been signed by the parties hereto and the Contractor has agreed to execute the works upon and subject to the said conditions. NOW IT IS HEREBY AGREED AS FOLLOWS :

- 1) In consideration of the payments to be made to the contractor as hereinafter provided the contractor shall upon and subject to the said conditions execute and complete the works as per the stipulated technical specifications in the Tender Document and the said priced scheduled of quantities with All the Due Care and Attention.
- 2) The Owner will pay to the contractor on item rate basis , the estimated sum of Rs. \_\_\_\_\_(Rupees (in words)..... only) (hereinafter called the contract amount and in the manner specified in the said conditions. However, the actual sum will be worked out and paid on the actual value of work executed at site, irrespective of the contract sum.
- 3) The scheme of the ----- works, agreement and documents above mentioned shall form the basis of this contract and all disputes to be decided in the manner prescribed in the conditions attached hereto.
- 4) The said contract comprises the proposed works as above mentioned, and all subsidiary work connected therewith within the same site as may be ordered to be done from time to time by the said Owner even though the said works may not be mention in the specifications or the priced schedule of quantities.
- 5) Notwithstanding what are stated in the special conditions, conditions of contract and hereinabove stated the owner reserve to himself the right to alter the drawings and nature of the work and of adding to or omitting any items of works from or of having portions of the same carried out departmentally or otherwise and such alternations or variations shall be carried out without prejudice to this contract.
- 6) The said conditions shall be read and be treated as forming part of this agreement and the parties hereto will respectively be bound hereby and to abide by and submit

themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.

- 7) Any dispute arising under this Agreement shall be referred to the arbitration to a sole arbitrator appointed with consent of the Owner and the Contractor as indicated in the Article of General Conditions. The award of the arbitration shall be final and binding on both parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first hereinabove written.

WITNESS

1)

2)

3)

4)

Common Seal

EXECUTANTS

1) OWNER

2) CONTRACTOR

\*

In case of the company, the common seal be affixed pursuant to resolution of Board of Directors in accordance with Articles of Association of the Company the directors etc., as the case may be affixing common seal may initial in token thereof and also by putting their names.



## GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the Schedule of Quantities or B.O.Q. and in the Specification and Conditions laid down hereinafter and in the drawings / instructions, the work shall be carried out as per the Indian Standard Specifications and under the direction of Owner.

### **1. INTERPRETATION :-**

In construing these conditions, the specifications, the Schedule of Quantities, Tender and Agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires :-

**Owner / Employer / The Bank:** The term Employer / Owner / The Bank shall denote Bank of India with their Zonal Office at **STAR HOUSE, BANK OF INDIA ZONAL OFFICE, 1, VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW**, any of its employees representative authorized on their behalf.

**Contractor:** The terms Contractor shall mean M/s.-----  
-----, and his / their heirs, legal representatives, assigns and successors.

**Consultant:** The term consultant shall mean \_\_\_\_\_ and his / their heirs, legal representatives, assigns and successors.

**Site:** The site shall mean **BANK OF INDIA SALEMPUR BRANCH, SALEMPUR, BARABANKI.**

The “**Work or Works**” shall mean the works to be executed or done under this contract.

“Act of Insolvency” shall mean any act as such as defined by the Presidency Town Insolvency Act or in Provincial Insolvency Act or any amending statutes.

“The Schedule of Quantities” shall mean the Schedule of Quantities or Bill of Quantities as specified and forming part of this contract.

“Priced Schedule of Quantities” shall mean the schedule of quantities duly priced with the accepted quoted rates of the Contractor.

“Notice in Writing” or “Written notice” shall mean a notice Written, typed or in printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office address and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

Completion shall mean that the works are in the opinion of the owner complete and fit for acceptance.

## **2. SCOPE OF WORK :-**

The work consists of the: **PROPOSED DESIGN, SUPPLY INSTALLATION TESTING AND COMMISSIONING WITH OPERATION & MAINTENANCE FOR 5 YEARS OF 10 KWP GRID TIED ROOF TOP SOLAR SYSTEM ON THE TERRACE OF BANK OF INDIA, SALEMPUR BRANCH, BARABANKI** in accordance with the "Scheme for the work and "Schedule of Quantities". It includes furnishing all materials, labour, tools and equipment and management necessary for the incidental to the progress and for completion of the work. The Owner may in their absolute discretion issue further drawings and / or written instructions /details /orders/ directions and explanations etc. in respect of.....

- 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 defective material brought thereon by the Contractor and the substitution of any other material thereof.
- d) The demolition removal and / or re-execution of any work executed by the Contractor/s.
- e) The dismissal from the work of any persons employed there upon.
- f) The opening up for inspection of any work covered up.
- g) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (retention period).

The Contractor shall forthwith comply with and duly execute any work as per the Owner's instructions, provided always the verbal instructions, directions and explanations given to the Contractors or his representative upon the works by the Owners shall if involving a variation be confirmed in writing by the Owner to the Contractors within seven days. No works for which rates are not specifically mentioned in the priced schedule of quantities shall be taken up without written permission of the Owner. Rates of items not mentioned in the priced schedule of quantities shall be fixed by the Owner as provided in Clause "Variation".

## **3. DRAWINGS AND INSTRUCTIONS :-**

The work shall be executed in conformity with the drawings and instructions.

Immediately after receipt of the work order of the contract, the Contractor shall prepare a progress schedule and The Bar Chart and submit the same to the Owner for approval within 7 days which shall indicate the dates for the starting and completion of the various

stages of works.

**4. ROYALTIES / PATENTS :-**

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

**5. TECHNICAL EXAMINATIONS :-**

The proposed work covered under this tender during its progress or after completion is subject to inspection/examination by the Chief Technical Examiner / Technical Examiner, Central Vigilance Commission, Govt. of India or by an Auditor, Officer of the vigilance Cell of the Authority, on behalf of the Engineer-in-charge. The Contractor will be required to extend all co-operation, assistance and facilities for such inspection and thereafter complying their observation. All the observation of such authorities will be final and binding on the Contractor. 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 owner to recover the same. The owner shall have also right to cause a technical scrutiny of the works and the bills of the contractor including all supporting vouchers, challans, abstracts etc. If as a result of this scrutiny any sum is found to have been overpaid or over certified it shall be lawful for the owner to recover the same.

**6. SUPERINTENDENCE AND SUPERVISION :-**

The Contractor shall give all necessary personal Superintendence during the execution of the work and this obligation and liability will continue until expiration of the "Operation & Maintenance for 5 years Period" (**Excluding Defect Liability Period of 1 year**). The Contractor shall also during the whole time of work when in progress employ one competent and experienced engineer & one supervisor having technical background who shall be constantly in attention at the site while his men are at work. Any directions, explanations, instructions or notices given by the Owner to such representative shall be deemed to have been given and duly served on the Contractor.

**7. FAILURE BY CONTRACTOR TO COMPLY WITH OWNERS/ CONSULTANTS INSTRUCTIONS:-**

If the Contractor after receipt of written notice from the Owner requiring compliance within ten days fails to comply with such further drawings and / or Owners / Consultant's instructions, the Owner may employ other person to execute any such work whatsoever that may be necessary to give effect thereto and pay all cost incurred in connection therewith and same shall be recoverable from the Contractor by the Owner as a debt or shall have right to deduct same from any money due or to become due to the Contractor.

## **8. TENDERER SHALL VISIT THE SITE :-**

Before submission of the tender, the intending tenderer is bound to visit the site and make himself thoroughly acquainted with the local site condition, space restrictions, nature and requirements of the works, transport condition, labour and materials, access and storage for materials and removal of rubbish. The tenderer shall have to provide in their tender for cost of carriage, freight and other charges as also for any special difficulties and including police restriction for transport etc., for proper execution of work as indicated in the contract. The successful tenderer will not be entitled to any claim of compensation for difficulties faced by him or losses incurred on account of any site condition / restrictions which existed before the commencement of the work or which in the opinion of the Owner might be deemed to have reasonably been inferred to be so existing, before commencement of work.

## **9. FILLING OF TENDERS :-**

The entire set of tender paper issued to the tenderer shall be submitted fully priced and also signed on the last page of each component together with initials on every page. Initial / Signature will indicate the acceptance of the tender papers by the tenderer.

The schedule of quantities shall be filled in as follows :-

- a) The Rate Column to be legibly filled in ink in both English figures and English words. No overwriting is permitted.
- b) Amount column to be filled in for each item and the amount for each sub-head as detailed in the "Schedule of Quantities".
- c) All corrections are to be signed and authenticated.
- d) When there is difference between the rates in figures and in words the rate, in words filled up by the Contractor shall be taken as correct. If for any item, amount is not given or the amount given does not correspond to rate either in words or in figures then the amount will be calculated based on the rate quoted in words.
- e) If the contractor does not quote for any item, then their tender will be evaluated based on the highest rate of all other tenderers for that item. Even after evaluation based on this, the contractor happens to be the lowest, they may be awarded the work, however, payment for this item will be based on the lowest rate of all the tenderers or the rate decided by the Bank.

No modification writings or corrections can be made in the tender papers by the tenderer, but may at his option offer his comments or modifications in a Separate sheet of paper attached to the original tender papers.

The Owner reserves the right to reject the lowest or any tender and also to discharge any or all the tenders for each section or to split-up and distribute any item of work to any specialist firm or firms, without assigning any reason.

The tenderers shall note that the tender is strictly on the item rate basis and their attention is drawn to the fact that the rates for each and every item shall be correct, workable and self-supporting. If called upon by the Owner detailed analysis of any or all the rates shall be submitted. The Owner shall not be bound to recognise the Contractor's analysis.

The works will be paid for "measured work" on the basis of actual work done.

All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection.

The Owner has power to add to or omit from any work as shown in drawings or described in specification or included in schedule of quantities and intimate the same in writing but no addition, omission or variation shall be made by the Contractor without authorization from the Owner. No variation shall vitiate the contract.

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 owner. Each Tender shall contain not only the rates but also the value of each item of work entered in a separate column and all the items shall be totaled in order to show the aggregate value of the entire Tender.

The tenderer must obtain for himself on his own responsibility and at his own expenses 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 and must 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 appertaining thereto.

The rate quoted shall be deemed to be for the finished work to be measured at Site. The rates shall also be firm and shall not be subject to exchanged variations, labour conditions, fluctuation in Railway Freights or any conditions whatsoever. Tenderers must include in their rates Sales Tax, Excise Duty, Octroi, and any other Tax and Duty or other levy levied by Central Government or any State Government or Local Authority if applicable. No claims in respect of Sales Tax on Works Contract, Excise Duty, Octroi, Vat or other Tax, Duty or Levy whether existing or future shall be entertained by the Employer. However, GST as applicable during the currency of the Tender Contract will be payable if claimed.

The Contractor shall note that unless otherwise stated, the Tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item shall be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. No claim shall be entertained on this account.

The Contractor shall visit and examine the Site and satisfy himself as to the nature of the existing roads or other means of communication, the character, the extent and magnitude of the work and facilities for obtaining materials and shall obtain generally his own

information on all matters affecting the execution of the work. No extra charge made in consequence of any mis-understanding or incorrect information or any of these points or on the grounds of insufficient description will be allowed. All expenses incurred by the Contractor in connection with obtaining information for submitting this tender including his visits to the Site or efforts in compiling the tender shall be borne by the Tenderer and no claim for reimbursement thereof shall be entertained.

The Contractor has to include in his rates for making / forming access to the work with all temporary arrangement required for the works.

#### **10. TIME - SCHEDULE FOR COMPLETION OF WORK :-**

The Contractor shall have to submit a time and progress Bar chart in a form approved by the Owner within seven days from the date of issue of **work order**.

The Contractors shall have to put all their resources and endeavor to complete the work, if possible, earlier than the schedule time shown in the programmed. Keeping the general target dates as given in the Bar Chart of the tender, the Contractors shall have to prepare detailed PERT Network showing in addition to the items already indicated in the programmed other items, the completion of which would effect the overall time schedule of the programmed. This Network programmed shall clearly indicate the completion of project. The Contractors shall have to prepare their own material in flow according to the final Network programmed as accepted by the Owner. The Network programmed shall have to be updated at regular intervals and modified programmed shall be submitted to the Architects / Owner for approval. In no case the overall date for the completion of important items as indicated in the programmed shall be changed without prior consent of Owner.

#### **11. PERMITS AND LICENSES :-**

All sorts of Permits and License etc required for the execution of the said work will be arranged by the Contractor. The Owner will render necessary assistance, sign any forms or applications that may be necessary. Charges are to be borne by the Contractor. Only the statutory payments if payable to the respective local authorities towards execution of the said work will be payable against the demand note or reimburse to the contractor against submission of the original receipts for the same.

#### **12. GOVERNMENT AND LOCAL RULES :-**

The Contractor shall conform to the provisions of all local Bye-laws and Acts relating to the work and to the Regulations etc. of the Government and Local Authorities and of any company UNDER WHOSE JURISDICTION the work is to be carried out. The Contractor shall give all notices required by said Act, Rules, Regulations and Bye-laws etc. and pay all fees payable to such Authority/authorities for execution of the work involved. The cost, if any, shall deemed to have been included in his quoted rates, taking into account all liabilities for licenses, fees for footpath encroachment and restoration etc. and **shall indemnify the owner against such liabilities and shall defend all actions arising from such claims or liabilities.**

#### **13. TAXES AND DUTIES :-**

The tenderers must include in their tender prices quoted for all duties royalties, cess and

sales tax or any other taxes or local charges if applicable. The rates shall also include prevailing, sales tax or works contract tax as per State Government norms. No extra claim on this account will in any case be entertained. However, GST as applicable during the currency of the Tender Contract will be payable if claimed.

If Contractor fails to pay the taxes to the Authorities Concerned, the Owners reserve their rights to recover the said amount from the amount payable to the Contractor and pay the same to the Authorities Concerned.

#### **14. SETTLEMENT OF DISPUTS :-**

##### Excepted Matters

If any dispute or difference pertaining to the undernoted matters arises, the decision in writing of the supervising Architect / Bank's Zonal Manager shall be, conclusive and binding on the Contractor/ s.

- a) Written Instructions.
- b) Permissions from Local Authorities.
- c) Proof for quality of materials and the works.
- d) Assigning or sub letting of the contracted works.
- e) The causes of delays and extension of time.
- f) Rectification of defects during the progress and Defects Liability Period.
- g) Contractor's due diligence care and supervision at the works.
- h) Measurements of works.
- i) Reports on quality and progress of works.
- j) Contractor's abandoning of the contract, partially / fully.
- k) Notice of termination / determination of the contract by the Employer.

#### **15. QUANTITIES FOR ITEMS OF WORK:-**

The quantities shown in the schedule of quantities are estimated to cover the entire work but the Owner reserves the right to execute only a part or the whole or any excess thereof without assigning any reason thereof and shall not entertain any claim for compensation except at the rates quoted in the price bid.

The Contractor on his Own shall not execute any work beyond the tender quantities for the various items, unless specifically approved by the Employer.

The contractor is bound to carry out any and all the items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Instructions in respect of such additional items, their quantities and rates will be issued in writing by the Consultant with the prior consent in writing of the Employer.

#### **16. OTHER PERSONS ENGAGED BY THE OWNER :-**

The Owner reserves the right to execute any part of the work included in this contract or any work which is not included in this contract, by other Agency or persons and contractor shall allow all reasonable facilities and use of his scaffolding for the execution of such work. The Contractor shall extend all co-operation in this regard.

## **17. (A) EARNEST MONEY AND SECURITY DESPOSITS :-**

The Tenderer will have to deposit an amount of Rs 30,000.00 (Thirty Thousand Rupees only), in the form of DD/ Pay Order drawn in favour of Bank of India, payable at (Lucknow) at the time of submission of the Tender as an Earnest Money Deposit. The Owner is not liable to pay any interest on the Earnest Money. The Earnest Money of the unsuccessful Tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the Tender.

### **(B) PERFORMANCE BANK GURANTEE**

The successful Tenderer to whom the contract is awarded will have to deposit as “**Performance Bank Guarantee (PBG)**” for a further sum to make up 5% (Five Percent) of the value of the accepted Tender, including the Earnest Money from Nationalized Bank/ Scheduled Commercial Bank. The PBG will have to be deposited within 15 days of the issuance of the work order & the work to be commenced at site within the seven days from the date of **work order** failing which the Owner at his discretion may revoke the acceptance and forfeit the Earnest Money Deposit furnished along with the Tender.

Apart from the Performance Bank Guarantee including EMD as above, Retention Money shall also be deducted from progressive running bills at **5% of the value of each running bills** until the Retention Money equals 10% of the accepted tender amount including the PBG amount .

50% of the total Security Deposit will be refundable to the Contractor subject to the following:-

- a) Issue of completion certificate by the owner.
- b) Contractor removes his materials, equipment's, labour force, temporary sheds, stores etc., from the site after completion of the work.

Balance 50% of the Total Security Deposit may be refunded 14 (fourteen) days after the end of Defects Liability Period, provided the contractor has satisfactorily carried out all the work and attended to all the defects in accordance with the Conditions of Contract. No interest is payable on Retention Money and the Initial Security Deposit.

The Initial Security Deposit and Retention Money of the successful Tenderer may be forfeited if he fails to comply with any of the conditions of the contract.

## **18. CONTRACTOR TO PROVIDE EVERTHING NECESSARY :-**

The Contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the drawings, schedule of quantities and specification taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and if the Contractor finds any discrepancies therein he shall immediately and in writing, refer the same to the Owner whose decision shall be final and binding.

The rates quoted against individual items will be inclusive of everything necessary to complete the said items of work within the contemplation of the contract, and beyond the unit price, no extra payment will be allowed for incidental or contingent work, labour and / or materials inclusive of all taxes and duties whatsoever.



The Contractor shall supply, fix and maintain at his own cost, for the execution of any work, all tools, tackles, machineries and equipment's and all the necessary centering, scaffolding, staging, planking, timbering, strutting, shoring, pumping, fencing, boarding, watching and lighting by night as well as by day required not only for the proper execution and protection of the said work but also for the protection of the public and safety of any adjacent roads, streets, walls, houses, buildings, all other erections, matters and things and the Contractor shall take down and remove any or all such centering, scaffolding, planking, timbering, strutting, shoring etc., as occasion shall be required or when ordered so to do and shall fully reinstate and make good all matters and things disturbed during the execution of works to the satisfaction of the Owner.

The Contractor shall at all times give access to workers employed by the Owner or any men employed on the buildings and to provide such parties with proper sufficient and if required, special scaffolding, hoists and ladders and provide them with water and lighting and leave or make any holes, grooves etc., in any work, where directed by the Owner as may be required to enable such workmen to lay or fix pipes, electrical wiring, special fittings etc. The quoted rates of the tenderers shall accordingly include all these above mentioned contingent works.

#### **19. TIME FOR COMPLETION / EXTENSION OF TIME & PROGRESS OF WORKS :-**

a) **Time of Completion** :- The entire work is to be completed in all respects within the stipulated period. The work shall deem to be commenced within seven days from the date of work order. Time is the essence of the contract and shall be strictly observed by the Contractor.

The work shall not be considered as complete until the Owner have certified in writing that this has been completed and the Defects Liability Period shall commence from the date of such certificate.

b) **Extension of Time** :- If in the opinion of the Owner the works delayed (a) by reason of any exceptionally inclement weather, or (b) by reason of instructions from the Owner in consequence of proceedings taken or threatened by or disputes, with adjoining or neighboring Owner or (c) by the works, or delay of other Contractor or tradesmen engaged or nominated by the Owner and not referred to in the specifications or (e) by reason of any combination of workmen or strikes or lock-out affecting any of the building or trades or (f) from other causes which the Owner may consider are beyond the control of the Contractor, the Owner at the completion of the time allowed for the contract shall make fair and reasonable extension of time for completion in respect thereof. In the event of the Owner failing to give possession of the site upon the day specified above, the time of completion shall be extended suitably.

In case of such strikes or lockouts, as are referred to above, the Contractor shall immediately give the Owner, written notice thereof. Nevertheless, the Contractor shall use his best endeavors to prevent delay and shall do all that may be reasonably required to the satisfaction of the Owner to proceed with the works and on his doing so that it will be ground of consideration by the Owner for an extension of time as above provided. The decision of the Owner as to the period to be allowed for an extension of time for completion hereunder (which decision shall be final and binding on the Contractor) shall be promulgated at the conclusion of such strike or lock-out and the Owner shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in Clause with respect to payment of

liquidated damages shall, in such case, be read and construed as if the extended date fixed by the Owner were substituted for and the damage shall be deducted accordingly.

- c) **Progress of Work** :- During the period of execution of work, the Contractor shall maintain proportionate progress on the basis of a Programmed Chart submitted by him immediately before Commencement of work and agreed to by the Owner. Contractor shall also include planning for procurement of scarce material well in advance and reflect the same in the Programmed Chart so that there is no delay in completion of the Project.

## **20. PROTECTIVE WORKS AND MEASURES:-**

The Contractor from time to time of being placed in possession of the site must make suitable arrangements for watching, lighting and protecting the work, the site and surrounding property by day, by night, on Sundays and other holidays.

The Contractor shall indemnify the Owner against any possible damage to the building, roads or members of the public in course of execution of the work.

The Contractor shall provide necessary temporary enclosures, gates, entrances, etc., for the protection of the work and materials and for altering and adopting the same as may be required and removing on completion of the works and making good all the work disturbed.

## **21. TOOLS :**

All the tools including theodolite, levels, prismatic compass, chain, steel and metallic tapes and all other surveying instruments found necessary on the works shall be provided by the Contractor for the due performance of this contract as instructed by the owner.

All measuring tapes shall be of steel and suitable scaffolding and ladders that may be required for safely taking measurement and shall be supplied by the Contractor.

The mistries and the supervisors on the works shall carry with them always a one meter or two meter steel tape, a measuring tape of 30 meters, a spirit level, a plumb bob and a square and shall check the work see that the work is being done according to the drawing and specifications. The Site Engineer will use any or all measuring instruments or tools belonging to the Contractors as he chooses for checking the works executed or being executed on the contract.

The Contractor shall cover in his rates for making provisions for all reasonable facilities for the use of his scaffolding tools and plant etc., by nominated Sub-Contractors for their work.

## **22. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS :-**

All soil, filth or other matters of any offensive nature taken out of any trench, sewer, drain, cesspool or other place shall not be deposited on the surface but shall be at once carted away by the contractor to the municipal approved dumping ground

The contractor shall arrange for the disposal of the debris etc. so accumulated to the satisfaction of the Employer and local authority and no claims will be entertained afterwards if he does not include in his rates for the purpose.

### **23. ACCESS :-**

Any authorized representative of the Owner shall at all reasonable times have free access to the works and / or to the workshops, factories or other places where materials are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the Contractor shall give every facility to the Owner or their representatives necessary for inspection and examination and test of the materials and workmanship. Except the representative of the Owner no person shall be allowed at any time without the written permission of the Owner. The representative of owners shall also include the officers from Head Office and Government official assign with such duties.

### **24. MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS :-**

All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workmanlike manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by the Owner during the execution of the work, and to his entire satisfaction.

If directed by the Owner the Contractor shall have to carry out tests on materials and workmanship in approved materials testing laboratories or as prescribed by the Owner at contractor's own risk and cost to prove that the materials etc. under test conform to the relevant I.S. Standard specifications or as specified in the tender specifications. The necessary charges for preparation of mould (in case of concrete cube) transporting, testing etc., shall have to be borne by the Contractor. No extra payment on this account shall in any case be entertained.

All the materials (except where otherwise described) stores and equipment required for the full performance on the work under the contract must be provided through authorized channels and must include charge for import duties, sales tax, octroi and other charges and must be the best of their kind available and the Contractor shall be entirely responsible for the proper and efficient execution of the work. The work must be done in the best workmanlike manner. Samples of all materials to be used must be submitted to the Owner when so directed by the Owner and written approval from Owner must be obtained prior to placement of order.

During the inclement weather the Contractor shall suspend work for such time as the Owner may direct and shall protect from injury/damage all work when in course of execution. Any damage to any part of the work for any reason due to rain, storm, or neglect of Contractor shall be rectified by the Contractor in an approved manner at no extra cost.

Should the work be suspended by reason of rain, strike, lockouts or any other cause, the Contractor shall take all precautions necessary for the protection of work and at his own expenses shall make good any damage arising from any of these causes.

The Contractor shall cover up and protect from damage, from any cause, all new work

and supply all temporary doors protection to windows, and any other requisite protection for the execution of the work whether by himself or special tradesmen or nominated Sub-Contractor and any damage caused must be made good by the Contractor at his own expenses.

Materials shall be of approved quality and the best of their kind available and shall generally conform to I.S. Specifications. The Contractor shall order all the materials required for the execution of the work as early as necessary and ensure that such materials are on site well ahead of requirement for use in the work. The work involved calls for high standard of workmanship combined with speed and to the entire satisfaction of the Architects.

## **25. REMOVAL OF IMPROPER WORK :-**

The Owner have power to order, from time to time, the removal from the site, any materials or the work which in the opinion of the Owner are not in accordance with specification or instructions, substitution or proper re-execution of any work executed with materials or workmanship not in accordance with the drawings and specifications or instructions. In case the Contractor neglects / refuses to comply with the order, the Owner have the power to employ and pay other agencies to carry out work and all expenses consequent thereon or

Incidental thereto as certified by the Owner shall be borne by the Contractor or may be recovered from any money due to or that may become due to the Contractor or should be claimed from the contractor, if nothing is due to him. No certificate which may be given by the Architects shall relieve the Contractor from his liability in respect of unsatisfactory or bad works / materials.

## **26. SITE ENGINEER**

The term "Site Engineer " shall mean the person / agency appointed and paid by the Owner to superintend the work. The Contractor shall afford the Site Engineer / Employer every facility and assistance for examining the work and materials and for checking and measuring work and materials. The Site Engineer shall have no power to revoke, alter, enlarge or relax any obligation / requirement of the Contractor or to sanction any work, additions alternations, deviations or omissions or any extra work whatever except in so far as such authority may be specially conferred by a written order of the Owner.

The Site Engineer shall have power to give notice to the Contractor or his foreman, of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued until the decision of the Owner is obtained. The work will be examined by the Engineer from the Premises Department of the Owner and the Site Engineer from time to time. But such examination shall not in any way exonerate the Contractor from the obligation to remove defects, which may be found to exist at any stage of the work or after the same is complete. Subject to the provisions of this contract, the Contractor shall take instructions only from the Owner.

## **27. CONTRACTOR'S EMPLOYEES: -**

The Contractor shall employ technically qualified and competent supervisors for the work

who shall be available (by turn) throughout the working hours to receive and comply with instructions of the Owner. The Contractor shall engage at least one experienced Engineer as Site-in charge and also a supervisor with technical background for execution of the work. The Contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently.

The Contractor shall employ local labourers on the work as far as possible.

No labourer below the age of sixteen years and who is not an Indian National shall be employed on the work.

Any labourer supplied by the Contractor to be engaged on the work on day-work basis either wholly or partly under the direct order or control of the Owner or his representative shall be deemed to be a person employed by the Contractor.

The Contractor shall have to comply with the provision of all labour legislation including the requirements of

- a) The Payment of Wages Act.
- b) Employer's Liability Act.
- c) Workmen's Compensation Act.
- d) Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules 1971.
- e) Apprentices Act 1961.
- f) Minimum Wages Act
- g) Any other Act of enactment relating thereto and rules framed there under from the time to time.

The Contractor shall keep the Owner saved harmless and indemnified against all the claims if any of the workmen and shall pay all costs and expenses as may have to be incurred in connection with any claim that may be made by any workmen / third party.

The contractor shall comply at his own cost with the order of requirement of any Health Officer of the State or any local authority or of the Employer regarding the maintenance of proper environmental sanitation of the area where the contractor's labourers are housed or accommodated, for the prevention of small pox, cholera, plague, typhoid, malaria and other contagious diseases. The contractor shall provide, maintain and keep in good sanitary condition adequate sanitary accommodation and provide facilities for pure drinking water at all times for the use of men engaged on the works and shall remove and clear away the same on completion of the works. Adequate precautions shall be taken by the Contractor to prevent nuisance of any kind on the works or the lands adjoining the same.

The Contractors shall arrange to provide first-aid treatment to the labourers engaged on the works. He shall within 24 hours of the occurrence of any accident at or about the site or in connection with execution of the works, report such accident to the Owner and also

to the competent authority where such report is required by law.

The Contractors shall fulfil the requirements of the Employees State Insurance Act, 1948, applicable to all States, towards their employees and keep all the required record regarding the same for inspection by the Authorities Concerned at any time. The Contractor shall indemnify Bank of India, Mumbai, against any claim or legal action arising out of the said Act due to the failure of non-compliance of the provisions of the said Act and the penalty or any other amount levied by the authorities, shall be recoverable from the payments due to the Contractors.

The Contractor shall comply with the provisions of the Apprentices Act, 1961, and the Rules and Orders issued there under from time to time. Failure to do so will be in a breach of the Contract and the Owner may in their discretion cancel the contract. The Contractor shall also be liable for any pecuniary or other liabilities arising on account of any violation by him of the provisions of the Act.

The Contractor shall be responsible for the observance of all Central Rules and Regulations framed by the Central Government under the Contract Labour (Regulation and Abolition) Act, 1970. The Owners shall be entitled to deduct all damages, which it might suffer on account payable to the Contractor.

#### **28. DISMISSAL OF WORKMEN :-**

The Contractor shall on the request of Owner immediately dismiss from works any person employed thereon by him, who may in the opinion of the Owner be unsuitable or incompetent or who may misconduct himself. Such discharges shall not be the basis of any claim for compensation or damages against the Owner or any of their officer or employee.

#### **29. ASSIGNMENT :-**

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 underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Owner and no subletting shall relieve the Contractor from the full and entire responsibility of the Contractor or from active superintendence of the work during their progress.

#### **30. NOMINATED SUB-CONTRACTORS :-**

All specialists, Merchants, Tradesmen and other executing any work or supply and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities / Rates and / or specification who may be nominated or selected by the Owner are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.

No nominated Sub-Contractor shall be employed on or in connection with the works against whom the Owner shall make reasonable objection or save where the Owner the Contractor shall otherwise agree who will not enter into a contract provided:

- a) That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the Sub-Contract 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 plants the property of the Contractor or under any workmen's compensation Act in force.
- c) Payment shall be made to the nominated Sub-Contractor by the Contractor within fourteen days of his receipt of the Architect's Certificate provided that before any certificate is issued, the Contractor shall upon request furnish to the Architect proof that all nominated Sub-Contractor's accounts included in previous certification have been duly discharged, in default where of the Owner may pay the same upon a certificate of the Architect and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create private of contract between the Owner and the Sub-Contractor.

### **31. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC. :-**

The Contractor shall be responsible for all injuries to the work or workmen, to persons, animals or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or any Sub-Contractor or of any of his or a Sub-Contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract. The clause shall be held to include inter-alia, any damage to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, foot paths or ways as well as damages caused to the buildings and the work forming the subject of this contract by rain, wind or other inclemency of the weather. The Owner stands indemnified by the Contractor in respect of all and any expenses arising from aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damages consequent upon such claim.

The Contractor shall restore and reinstate all damages of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

The Contractor shall have to effect the necessary insurance cover. The Owner stands indemnified entirely from all responsibility and the liabilities in this respect.

The insurance cover must be obtained from / placed with a company approved by the Owner and must be taken in the name of the Owner and the Contractor jointly (the name of the owner being placed first in the policy ) and the policy lodged with owner The scope of insurance cover is also to include cost of damage or loss to the contractor till the work is in a completed stage. Insurance is compulsory and must be affected from the very initial stage. The Contractor shall also be responsible for anything, which may be excluded from damage to any property arising out of incidents; negligence or defective carrying out of this contract i.e. the Contractor All Risk Insurance shall have extension for covering cross liability arising, if any, during execution of work.

The Owner shall be at liberty and is hereby empowered to deduct the amount of any

damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the Contractor or in extreme case to lodge a claim against the contractor.

### **32. INDEMNIFICATION AND INSURANCE :-**

The owner at all times stands indemnified by the contractor for any loss what so ever to the Bank (The Employer) / to it's property by theft, fire and / or earthquake, injury / death of the workers, Bank's Employees and third party and the contractor shall obtain C.A.R. policy in joint name first being that of the owner.

Unless otherwise instructed the Contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damage by theft, fire and / or earthquake, flood etc. The insurance must be taken from a company approved by the Owner, in the joint names of the Owner and the Contractor for such amount and for any further sum if called to do so by the Owner,

The Contractor shall deposit the policy and receipt for premiums paid with the Owner within 15 (fifteen) days from the date of issue of work order unless otherwise instructed. In default of the Contractor insuring as provided above, the Owner on his behalf may so insure and may deduct the premiums plus administrative expenses paid, from any money due, or which may become due to the Contractor. The Contractor shall as soon as the claim under the policy is settled or the work reinstated by the Insurance Company shall they elect to do so, proceed with due diligence with the completion of the works in the same manner as though the loss has not occurred and in all respects under the conditions of the contract. The Contractor in case of rebinding or reinstatement after loss, shall be entitled to extension of time for completion as the Owner may deem fit.

### **33. ACCOUNTS, RECEIPTS AND VOUCHERS :-**

The Contractor shall, upon the request of the Owner furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If the Contractor shall use materials less than that what he is required under the contract, the value of the difference in the quantity of the materials he was required to use and that he actually used shall be deducted from his dues. The decision of the Owner shall be final and binding on the Contractor for any work under this contract.

### **34. MEASUREMENT OF WORK :-**

- a) The measurement shall be generally done by the Site Engineer or by an employee or an agency of the Bank, specially authorized for the purpose.
- b) The Consultant/Site Engineer engaged by the Bank shall take joint measurements (i.e. accompanied by the Contractor's authorized representative) of the work as it progress and record them directly in the Measurement Books.
- c) It shall be ensured that the method of measurement is in accordance with the contract. The precision in measurements shall be as laid down in IS-1200. Any points of disagreement with the Contractor pertaining to measurements shall be promptly referred to the decision of the Owner.



- d) Extra / deviated items, as claimed by the Contractor, shall not be recorded in Measurement Book until they are approved by the Owner.
- e) In case some allegedly extra / deviated item is carried out by the Contractor while complying with approved drawings and specifications and the same is to be covered up. The Site Engineer shall check the item and its specification and record its measurements but simultaneously enter up the provision that their admittance is subject to the approval by the Owner. Both the measurements and the provision shall be got signed by the Contractor.
- f) The Measurement Book shall not be handed over to the Contractor at any time. The Contractor or his representative may be permitted by the Site Engineer to see it in his presence and / or make a (concurrent) copy of his own. The Contractor shall, however, be warned that his copy shall be regarded as an unofficial copy of the Bank's Measurement Book. Which is the only authorized official document in the matter.
- g) The measurement shall be signed at the end of each session of measurement of the day's work, as the case may be, by both the parties (i.e. the Employer / Site Engineer and the Contractor)

### **35. CONCEALED WORK :-**

The Contractor shall give due notice to the Employer whenever any work is to be buried in the earth, concrete or in the walls or otherwise, becoming inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial, in default whereof the same shall, at the opinion of the Employer be either opened up for measurement at the Contractor's expenses or no payment may be made for such materials, shall any dispute or difference arise after the execution or any work as to measurements etc. or other matters which cannot be conveniently tested or checked, the notes of the employer shall be accepted as correct and binding on the Contractor.

### **36. PAYMENTS :-**

All bills shall be prepared by the Contractor in the form prescribed by the Owner / Architects after the measurements are endorsed as mentioned in a Clause above (named as 'Measurement of Works'). Normally one interim bill shall be prepared each month, subject to minimum value for interim certificate as stated in this document. The bills in proper forms along with detailed measurements in support of the quantities of work done and other supporting documents and must show deductions for all previous payments, retention money, etc.

The Owner will deduct retention money as described in relevant Clause above of these conditions. The refund of retention money will be made as specified in the said clause.

If the Owner has supplied any materials or goods to the Contractor, the cost of any such materials or goods will be deducted from the amount due to the Contractor in accordance with the quantities consumed in the work or in one lot, depending up on the situation. All the interim payments shall regarded payments subject to and against the final payment only and not as payments for work done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away

and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect of the accruing of any claim, not shall, it conclude determine or affect in anyway the power of the Owner under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract. The final bill shall be submitted by the Contractor within ONE month of the date fixed for completion of the work or of the date of certificate of completion furnished by the owner and payment shall be made within one month from the date of receipt of the certificate from the consultant..

### **FINAL BILL PAYMENT :-**

The final bill shall be accompanied by a certificate of completion from the Owner. Payments of final bill shall be made after deduction of Retention Money etc as specified in the relevant Clause above, which sum shall be refunded after the completion of the Defects Liability Period after receiving the Owner's certificate that the Contractor has rectified all defects to the satisfaction of the Owner. The acceptance of payment of the final bill by the Contractor would indicate that he will have no further claim in respect of the work executed.

### **37. WEEKLY STATEMENT OF VARIATIONS / DEVIATIONS / EXTRA ITEMS:-**

The Contractor may when authorized by the Owner and shall, when directed in writing by the Employer Bank to add or omit, or vary the works shown in the drawings or described in the specifications or included in the priced schedule of quantities. The Contractor on his own accord shall make no addition, omission or variation without such authorization or direction. A verbal authorization or direction by the Employer shall when confirmed correctly by the Contractor in writing within 8 days shall be deemed to have been given in writing.

The Contractor shall send to the Employer once in every month a statement giving particulars, as full and detailed as possible, of all claims for any additional payment to which the Contractor may consider himself entitled and of all deviated or extra or additional work ordered by the Employer which he has executed during the preceding month.

The rates for additional, altered, substituted work shall be arrived in accordance with following rules :

- a) The net rates of prices in the contract schedule shall determine the valuation of (the rates for) the extra work (items) where such extra work is of similar character and is executed under similar conditions as the work priced therein.
- b) If the rates for the extra, altered or substituted (deviated) work are not provided for (available) in the contract schedule, they shall to the extent possible be derived out of rate given in that schedule for similar or near similar items. For the purpose of such deviation, where necessary and when so directed, the Contractor shall furnish detailed analysis for the said similar or near similar items in the contract schedule. For such portions of the analysis, for the extra, altered or substituted (deviated) work for which

prices cannot be abstracted from the corresponding analysis of rates for the said similar or near similar items in the contract schedule, market rates substantiated by purchase bills / vouchers dependable printed price schedules of building materials of different types and prevailing labour rate shall be adopted, adding 15% over towards profits and overheads. When called upon to do so the Contractor shall submit the required purchase bill / vouchers.

### **38. PREPARATION FOR OCCUPATION AND USE AFTER COMPLETION :-**

The whole work will be thoroughly inspected by the Contractor and deficiencies and defects shall be put to right. On completion of such inspection the Contractor shall inform the Employer that he has completed the work and it is ready for inspection.

On completion the Contractor shall clean all windows and doors including the cleaning, removing hand / finger stains and oiling if necessary, of all hardware, inside and outside, all floors, staircase, and every part of the building. He will leave the entire building neat and clean to the satisfaction of the Owner.

### **39. CLEARING SITE ON COMPLETION: -**

On completion of the works the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Owner.

### **40. P.V.A. IN THE QUOTED RATES :-**

No PVA is admissible in this Tender. The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any, granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sale tax, octroi, etc.

### **41. SUSPENSION OF WORK:-**

If the Contractor except on account of any legal restraint upon the Owner preventing the continuance of the work or in the opinion of the Owner shall neglect or fail or proceed with due diligence in the performance of his part of the contract or if he shall more than once make default, the Owner shall have the power to give notice in writing to the Contractor requiring the work be proceeded within a reasonable manner and with reasonable dispatch, such notice purport to be a notice under this Clause.

### **42. TERMINATION OF CONTRACT BY THE OWNER :-**

If the Contractor being a company go into liquidations whether voluntary or compulsory or being a firm shall be dissolved or being an individual shall be adjudicated insolvent or shall make an assignment or a composition for the benefit of the greater part, in number

of amount of his creditors or shall enter into a Deed or arrangement with his creditors, or if the Official Assignee in insolvency or the Receiver of the Contractor in insolvency shall repudiate the contract, or if a Receiver of the Contractor's firm appointed by the Court requiring him to do so, to show to the reasonable satisfaction of the Owner that he is able to carry out and fulfill the Contract, and if so required by the Owner to give reasonable security therefore, or if the Contractor shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of and of the creditors of the Contractor, or shall assign, charge or encumber this contract or any payments due or shall neglect or fail to observe and perform all or any of the acts matters of things by this contract, to be observed and performed by the Contractor within three clear days after the notice shall have been given to the Contractor in manner hereinafter mentioned requiring the Contractor to observe or perform the same or shall use improper materials or workmanship in carrying on the works, or shall in the opinion of the Owner not exercise such diligence and make such due progress as would enable the work to be completed within due time agreed upon and shall fail to proceed to the satisfaction of the Owner after three clear days notice requiring the Contractor so to do shall have been given to the Contractor as hereinafter mentioned, or shall abandon the contract, then and in any of the said cases, the Owner may notwithstanding previous waiver determine / terminate the contract by a notice in writing to the effect as hereinafter mentioned, but without thereby affecting the powers of the Owner of the obligations and liabilities of the Contractor the whole of which shall continue in force as fully as if the contract, had not been so determined and as if the work subsequently executed had been executed by or on behalf of the Contractor (without thereby creating any trust in favour of the Contractor) further the Owner or his agent, or servants, may enter upon and take possession of the work and all plants, tools, scaffoldings, sheds, machinery, steam and other power, utensils and materials lying upon premises or the adjoining lands or roads and sell 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 others contractors or other persons or person to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or things to prevent or hinder such other Contractors or other persons or person employed from completing and finishing or using the materials and plants for the works when the works shall be completed, or as soon thereafter as conveniently may be, the Owner shall give notice in writing to the Contractor to remove his surplus materials and plants and shall the Contractor fail to do so within a period of 14 days after receipt by him the Owner may sell the same by Public Auction and shall give credit to the losses incurred by the Owner in getting the works carried out through other agency and the amount payable to the agency shall be adjusted against the amount payable to the Contractor by way of selling his tools and plants or dues on account of work carried out by the Contractor or against the Security Deposit and by raising claims for the balance recoverable amount.

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

#### **43. WATER SUPPLY AND ELECTRICITY :-**

Water and electricity required for completion of the project should be arranged by the Contractor at their cost. **If the same is supplied/provided by the Bank, recovery @1% (0.5% for water and 0.5% for electricity) of the gross amount of bill will be made.**

**44. MODE OF MEASUREMENT :-**

Unless otherwise mentioned elsewhere in the tender measurement will be for the net quantities or work produced in accordance with up to date rules laid down by the Indian Standard Institution. In the event of any dispute with regard to the measurement of the work executed, the decision of the Owner shall be final and binding on the Contractor.

**45. ACTION WHERE NO SPECIFICATION: -**

In the case of any class of work for which there is no such specification in Technical Specification, such work shall be carried out in accordance with the I.S. Specification and in the event of there being no I.S. Specification, then in such case the work shall be carried out in all respects in accordance with the instructions and requirements of the Owner.

**46. CONTRACTOR NOT TO STORE MATERIALS IN A MANNER THAT MAY INCONVENIENCE TO THE EMPLOYER / PUBLIC OR STAFF MEMBERS: -**

The Contractors shall not deposit / store materials on any site which will inconvenience the Employer. The owner may instruct the Contractor to remove any materials which are considered by him to be a danger or inconvenience to the Employer and cause them to be removed at the Contractors cost.

**47. LIQUIDATED DAMAGES:-**

Shall the work be not completed to the satisfaction of the Owner within the stipulated period, the Contractor shall be bound to pay to the Owner a sum calculated at the rate of 1.00% of the cost of the work (As shown in the tender) per week of delay subject to a maximum of 10% of the actual project cost or contract sum whichever is more, by way of liquidated damages, for the period during which the work remains incomplete or unfinished after the expiry of the due / extended completion date.

**48. WRITTEN GUARANTEE FOR THE SPECIALISED WORKS: -**

Wherever provision for submission of a written guarantee has been advised, the same shall be submitted from the specialized agency along with a counter guarantee by the main Contractor engaged for the work **before receiving any payment from the employer, against such items of work** be furnished on a non-judicial stamp paper of appropriate value. The guarantee shall however come into the force from the date of the completion of the entire contracted work.

**49. INCOME TAX / SALES TAX ON WORKS CONTRACT: -**

Statutory deduction of Income Tax / Sales Tax on work contract shall be made from all the ad-hoc, interim and final payments as per laws applicable.

**50. AGREEMENT: -**

The successful Contractor will be required to enter into an agreement in accordance with the Draft Agreement form enclosed and the schedule of conditions within 15 days from the date of work order is advised by the Owner that his tender has been accepted and he shall pay for all stamps and legal expenses incidental thereto. However, the written acceptance by the

Owner of a tender will constitute a binding contract between the Owner and the person so tendering whether such formal agreement is or is not subsequently executed.

**51. NO COMPENSATION FOR ALTERATION IN, OR RESTRICTION OF WORK TO BE CARRIED OUT: -**

If at any time after the commencement of the work, the Owner shall for any reason whatsoever not require the whole work thereof as specified in the tender to be carried out the Owner shall give notice in writing of the fact to the Contractor who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage with which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out; neither shall he have any claim for compensation by reason of any alterations having been made in the original specification, drawing, design and instructions which shall involve any curtailment of the work as originally contemplated.

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 case 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 if the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connection for the work or for the other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the Tender amount, subject to such variation as are provided for herein.

**52. RIGHTS OF TECHNICAL SCRUTINY OF BILLS: -**

The Employer shall have 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.

**53. WEEKLY REPORTING TO THE OWNER -**

WEEKLY REPORTS on Labour, Materials, Progress and Hindrances shall have to be submitted by the Contractor. A set of PHOTOGRAPHS (8" X 6")- mini. 2 no. shall also be submitted once a week

#### 54. ARBITRATION: -

All disputes or difference of any kind whatsoever (except for excepted matters vide Clause No.14 earlier) which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the rights touching or concerning the works or the execution of maintenance thereof of this contract or the construction remaining operation or effect thereof or to the right or liabilities of the parties or arising out of or in relation thereto whether during or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice of 60 days by either party to the contract to the other of them and to the Employer hereinafter mentioned be referred for adjudication to a **Sole Arbitrator** to be appointed as per the provisions of law.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as per the Law.

The work under the Contract shall, however, has to continue during the Arbitration proceeding and no payment otherwise due to the Contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issued to both the parties fixing the date of the first hearing.

The Arbitrator may from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The Arbitrator shall give a separate award in respect of each dispute or difference referred to him. The Arbitrator shall decide each dispute in accordance with the terms of the contract and give a reasoned award. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his Sole discretion.

The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award including the fees, if any, of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle and amount of costs to be so paid.

The award of the Arbitrator shall be a reasoned Award.

Subject to aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force, shall apply to the Arbitration proceeding under this clause.

The Employer and the Contractor hereby also agree that arbitration under clause shall be a condition precedent to any right to action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

**55. DECLARATION :-**

I / We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites works. I / We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, General Conditions of Contract, Technical Specifications and understood the same on the basis of the same I / We quoted our rates in the schedule of quantities with the tender document.

I / We shall also uniformly maintain such progress with the work, as may be directed by the Owner to ensure completion of the same within the target date as mentioned in the tender document. Date

Witness :

Signature of Tenderer

Address \_\_\_\_\_



## **SPECIAL CONDITIONS OF CONTRACT**

### **SCOPE OF WORK**

The scope of work for the bidder include Identification of suitable premises area in the proposed building/ buildings, Obtaining No Objection Certificate (NOC)" from Distribution Company (DISCOM) for grid connectivity, complete design, engineering, manufacture, supply, storage, civil work, erection, testing & commissioning of the grid connected rooftop solar PV project including operation and maintenance (O&M) of the project for a period of Five years after commissioning (excluding Defect Liability Period).

### **PROJECT COST**

The Project cost shall include all the costs related to above

### **INSURANCE**

The Bidder shall be responsible and take an Insurance Policy of appropriate value for transit-cum-storage-cum-erection for all the materials to cover all risks and liabilities for supply of materials on site basis, storage of materials at site, erection, testing and commissioning. The bidder shall also take appropriate insurance during O&M period.

The Bidder shall also take insurance for Third Party Liability covering loss of human life, engineers and workmen and also covering the risks of damage to the third party / material / equipment/properties during execution of the Contract. Before commencement of the work, the Bidder will ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work or in carrying out the Contract. Liquidation, Death, Bankruptcy etc., shall be the responsibility of bidder.

### **OPERATION & MAINTENACE PERIOD**

**The operation & maintenance of Solar Photovoltaic Power Plant would include wear, tear, overhauling, machine breakdown, insurance, and replacement of defective modules, invertors / Power Conditioning Unit (PCU), spares, consumables & other parts for a period of 5 years to be calculated after completion of the Defect Liability Period of one year after successful commission of the project.**

### **WARRANTEES AND GUARANTEES**

The Bidder shall warrant that the goods supplied under this contract are new, unused, of the most recent or latest technology and incorporate all recent improvements in design and materials. The bidder shall provide system warrantee covering the rectification of any and all defects in the design of equipment, materials and workmanship including spare parts for a period as stipulated/offered by the of OEMs of different items /parts /machines /components etc used in this project but not less than 01 years of Defect Liability Period from the date of commissioning. The successful bidder has to transfer all the Guarantees /Warrantees of the different components to the Owner of the project. The responsibility of operation of Warrantee and Guarantee clauses and Claims/ Settlement of issues arising out of said clauses shall be joint responsibility of the Successful bidder and the owner of the project and Bank of India will not be responsible in any way for any claims whatsoever on account of the above.

## **SIZE OF THE PROJECTS:**

The size of each project shall be in the range of 10kWp to 500 kWp for identified locations of concerned Urban local bodies/ DISCOMs. However, the projects below 10 kWp may also be considered for residential sector/household sectors. One project may however comprise of several rooftop units. Each roof top unit can separately connect with the grid and may have separate meters.

## **TYPE AND QUALITY OF MATERIALS AND WORKMANSHIP**

The Design, engineering, manufacture, supply, installation, testing and performance of the equipment shall be in accordance with latest appropriate IEC/ Indian Standards as detailed in under Section (Technical specifications) of the bid document. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE shall be used. The specifications of the components should meet the technical Specifications mentioned under head Technical Specifications elsewhere in this Tender.

Any supplies which have not been specifically mentioned in this Contract but which are necessary for the design, engineering, manufacture, supply & performance or completeness of the project shall be provided by the Bidder without any extra cost and within the time schedule for efficient and smooth operation and maintenance of the SPV plant.

## **OPERATION & MAINTENANCE (O&M)**

The bidder shall be responsible for Operation and Maintenance of the Roof top Solar PV system of capacity above 10kWp for a period of 5 years (Excluding DLP of 01 year from date of commission of the project), during which [NAME OF THE ORGANISATION] will monitor the project for effective performance in line with conditions specified elsewhere in the bid document and for project having capacity upto 10kWp project should have warranty for years only (Excluding DLP of 01 year from date of commission of the project). During this period, the bidder shall be responsible for supply of all spare parts as required from time to time for scheduled and preventive maintenance, major overhauling of the plant, replacement of defective modules, inverters, PCU's etc and maintaining log sheets for operation detail, deployment of staff for continuous operations and qualified engineer for supervision of O&M work, complaint logging & its attending.

## **METERING AND GRID CONNECTIVITY**

Net Metering and grid connectivity of the roof top solar PV system under this scheme would be the responsibility of the Bidder in accordance with the prevailing guidelines of the concerned DISCOM and / or CEA (if available by the time of implementation). Bank of India could facilitate connectivity; however the entire responsibility lies with bidder only.

Bank of India may also depute a technical person(s) from its list of empanelled experts for inspection, Third party verification, monitoring of system installed to oversee, the implementation as per required standards and also to visit the manufactures facilities to check the quality of products as well as to visit the system integrators to assess their technical capabilities as and when required. Bidder or owner of the building has to obtain all the necessary approvals/Consents/Clearances required for Erection, Testing, Commissioning and O&M of the project including Grid connectivity. Bank of India shall not have any responsibility in this regard.

**ELIGIBILITY OF STANDALONE SYSTEM:**

Standalone system is not allowed under this scheme. The system should be grid connected.

**DEDUCTIONS FROM THE CONTRACT PRICE:**

All costs, damages or expenses which Bank of India may have paid or incurred, which under the provisions of the Contract, the Successful bidder is liable/ will be liable, will be Claimed by the Bank of India. All such claims shall be billed by the Bank of India to the Contractor within 15 (fifteen) days of the receipt of the payment request and if not paid by the Successful bidder within the said period, the Bank of India may, then, deduct the amount from any moneys due i.e., Performance Security or becoming due to the contractor or Successful bidder under the contract or may be recovered by actions of law or otherwise, if the Successful bidder fails to satisfy the Bank of India of such claims.

## TECHNICAL SPECIFICATIONS

The proposed projects shall be commissioned as per the technical Specifications given below.

### DEFINITION

A Grid Tied Solar Rooftop Photo Voltaic (SPV) power plant consists of SPV array, Module Mounting Structure, Power Conditioning Unit (PCU) consisting of Maximum Power Point Tracker (MPPT), Inverter, and Controls & Protections, interconnect cables and switches. PV Array is mounted on a suitable structure. Grid tied SPV system is without battery and should be designed with necessary features to supplement the grid power during day time. Components and parts used in the SPV power plants including the PV modules, metallic structures, cables, junction box, switches, PCUs etc., should conform to the BIS or IEC or international specifications, wherever such specifications are available and applicable.

**Solar PV system shall consist of following equipment's/components:**

- Solar PV modules consisting of required number of **Crystalline** PV modules.
- Grid interactive Power Conditioning Unit with Remote Monitoring System
- Mounting structures
- Junction Boxes.
- Earthing and lightening protections.
- IR/UV protected PVC Cables, pipes and accessories.

### SOLAR PHOTOVOLTAIC MODULES:

The PV modules used should be made in India.

The PV modules used must qualify to the latest edition of IEC PV module qualification test or equivalent BIS standards Crystalline Silicon Solar Cell Modules IEC 61215/IS14286. In addition, the modules must conform to IEC 61730 Part-2- requirements for construction & Part 2 – requirements for testing, for safety qualification or equivalent IS.

- a) For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701/IS 61701
- b) The total solar PV array capacity should not be less than allocated capacity (kWp) and should comprise of solar crystalline modules of minimum **540 Wp and above wattage**. Module capacity less than minimum **540** watts should not be accepted.
- c) Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.
- d) PV modules must be tested and approved by one of the IEC authorized test centers.
- e) The module frame shall be made of corrosion resistant materials, preferably having anodized aluminium.
- f) The bidder shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his bid. Bank of India/owners shall allow only minor changes at the time of execution.

g) Other general requirement for the PV modules and subsystems shall be the following:

I. The rated output power of any supplied module shall have tolerance of +/- 3%.

II. The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series connected modules) shall not vary by more than 2 (two) per cent from the respective arithmetic means for all modules and/or for all module strings, as the case may be.

III. The module shall be provided with a junction box with either provision of external screw terminal connection or sealed type and with arrangement for provision of by-pass diode. The box shall have hinged, weather proof lid with captive screws and cable gland entry points or may be of sealed type and IP-65 rated.

IV. IV curves at STC should be provided by bidder.

**Modules deployed must use a RF identification tag. The following information must be mentioned in the RFID used on each module (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions).**

**a) Name of the manufacturer of the PV module**

**b) Name of the manufacturer of Solar Cells.**

**c) Month & year of the manufacture (separate for solar cells and modules)**

**d) Country of origin (separately for solar cells and module)**

**e) I-V curve for the module Wattage,  $I_m$ ,  $V_m$  and FF for the module**

**f) Unique Serial No and Model No of the module**

**g) Date and year of obtaining IEC PV module qualification certificate.**

**h) Name of the test lab issuing IEC certificate.**

**i) Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001**

#### **Warranties:**

a) Material Warranty:

i. Material Warranty is defined as: The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a period not less than five (05) years from the date of sale to the original customer/Owner.

ii. Defects and/or failures due to manufacturing

iii. Defects and/or failures due to quality of materials

iv. Non conformity to specifications due to faulty manufacturing and/or inspection processes. If the solar Module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s), at the Owners sole option

#### **ARRAY STRUCTURE**

a) Hot dip galvanized MS mounting structures may be used for mounting the modules / panels /arrays. Each structure should have angle of inclination as per the site conditions to take maximum insolation. However, to accommodate more capacity the angle inclination may be reduced until the plant meets the specified performance ratio requirements.

b) The Mounting structure shall be so designed to withstand the speed for the wind zone of

the location where a PV system is proposed to be installed (like Delhi-wind speed of 150 km/ hour). It may be ensured that the design has been certified by a recognized Lab/ Institution in this regard and submit wind loading calculation sheet to [NAME OF THE ORGANISATION]. Suitable fastening arrangement such as grouting and calming should be provided to secure the installation against the specific wind speed.

- c) The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS 4759.
- d) Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts. Aluminium structures also can be used which can withstand the wind speed of respective wind zone. Necessary protection towards rusting need to be provided either by coating or anodization.
- e) The fasteners used should be made up of stainless steel. The structures shall be designed to allow easy replacement of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels
- f) Regarding civil structures, the bidder need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof.
- g) The total load of the structure (when installed with PV modules) on the terrace should be less than 60 kg/m<sup>2</sup>.
- h) The minimum clearance of the structure from the roof level should be 300 mm.

#### **JUNCTION BOXES (JBs)**

- a) The junction boxes are to be provided in the PV array for termination of connecting cables. The J. Boxes (JBs) shall be made of GRP/FRP/Powder Coated Aluminium /cast aluminium alloy with full dust, water & vermin proof arrangement. All wires/cables must be terminated through cable lugs. The JB's shall be such that input & output termination can be made through suitable cable glands.
- b) Copper bus bars/terminal blocks housed in the junction box with suitable termination threads conforming to IP65 standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry. Single / double compression cable glands. Provision of earthings. It should be placed at 5 feet height or above for ease of accessibility.
- c) Each Junction Box shall have High quality Suitable capacity Metal Oxide Varistors (MOVs) / SPDs, suitable Reverse Blocking Diodes. The Junction Boxes shall have suitable arrangement monitoring and disconnection for each of the groups.
- d) Suitable markings shall be provided on the bus bar for easy identification and the cable ferrules must be fitted at the cable termination points for identification

#### **DC DISTRIBUTION BOARD:**

- a) DC Distribution panel to receive the DC output from the array field.
- b) DC DPBs shall have sheet from enclosure of dust & vermin proof conform to IP 65 protection. The bus bars are made of copper of desired size. Suitable capacity MCBs/MCCB shall be provided for controlling the DC power output to the PCU along with necessary surge arrestors.

#### **AC DISTRIBUTION PANEL BOARD:**

- a) AC Distribution Panel Board (DPB) shall control the AC power from PCU/ inverter, and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar while in grid tied mode.
- b) All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS60947 part I, II and III.
- c) The changeover switches, cabling work should be undertaken by the bidder as part of the project.
- d) All the Panel's shall be metal clad, totally enclosed, rigid, floor mounted, air - insulated, cubical type suitable for operation on three phase / single phase, 415 or 230 volts, 50 Hz
- e) The panels shall be designed for minimum expected ambient temperature of 45 degrees Celsius, 80 percent humidity and dusty weather.

- f) All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.
- g) Should conform to Indian Electricity Act and rules (till last amendment).
- h) All the 415 AC or 230 volts' devices / equipment like bus support insulators, circuit breakers, SPDs, VTs etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions

Variation in supply

voltage

+/- 10 %

Variation in supply

frequency

+/- 3 Hz

**PCU/ARRAY SIZE RATIO:**

- a) The combined wattage of all inverters should not be less than rated capacity of power plant under STC.
- b) Maximum power point tracker shall be integrated in the PCU/inverter to maximize energy drawn from the array.

**PCU/ Inverter:**

As SPV array produce direct current electricity, it is necessary to convert this direct current into alternating current and adjust the voltage levels to match the grid voltage. Conversion shall be achieved using an electronic Inverter and the associated control and protection devices. All these components of the system are termed the "Power Conditioning Unit (PCU)". In addition, the PCU shall also house MPPT (Maximum Power Point Tracker), an interface between Solar PV array & the Inverter, to the power conditioning unit/ inverter should also be DG set interactive. If necessary. Inverter output should be compatible with the grid frequency. Typical technical features of the inverter shall be as follows:

- . Switching devices: IGBT/MOSFET
- . Control: Microprocessor /DSP
- . Nominal AC output voltage and frequency: 415V, 3 Phase, 50 Hz  
(In case single phase inverters are offered, suitable arrangement for balancing the phases must be made.)
- . Output frequency: 50 Hz
- . Grid Frequency Synchronization range: + 3 Hz or more
- . Ambient temperature considered: -20<sup>o</sup> C to 50<sup>o</sup> C
- . Humidity: 95 % Non-condensing
- . Protection of Enclosure: IP-20(Minimum) for indoor.  
: IP-65(Minimum) for outdoor.\
- . Grid Frequency Tolerance range: + 3 or more
- . Grid Voltage tolerance: - 20% & + 15 %
- . No-load losses: Less than 1% of rated power
- . Inverter efficiency(minimum): >93% (In case of 10kW or above)
- . Inverter efficiency (minimum): > 90% (In case of less than 10 kW)
- . THD: < 3%
- . PF: > 0.9

- a) Three phase PCU/ inverter shall be used with each power plant system (10kW and/or above) but In case of less than 10kW single phase inverter can be used.
- b) PCU/inverter shall be capable of complete automatic operation including wake-up, synchronization & shutdown.
- c) The output of power factor of PCU inverter 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.

- d) Built-in meter and data logger to monitor plant performance through external computer shall be provided.
- e) The power conditioning units / inverters should comply with applicable IEC/equivalent BIS standard for efficiency measurements and environmental tests as per standard codes IEC 61683/IS 61683 and IEC 60068-2(1,2,14,30) /Equivalent BIS Std.
- f) The charge controller (if any) / 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 529specifications.
- g) The PCU/ inverters should be tested from the MNRE approved test centres /NABL /BIS /IEC accredited testing- calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses.

#### **INTEGRATION OF PV POWER WITH GRID:**

The output power from SPV would be fed to the inverters which converts DC produced by SPV array to AC and feeds it into the main electricity grid after synchronization. In case of grid failure, or low or high voltage, solar PV system shall be out of synchronization and shall be disconnected from the grid. Once the DG set comes into service PV system shall again be synchronized with DG supply and load requirement would be met to the extent of availability of power. 4 pole isolation of inverter output with respect to the grid/ DG power connection need to be provided.

#### **DATA ACQUISITION SYSTEM / PLANT MONITORING**

- i. Data Acquisition System shall be provided for each of the solar PV plant.
- ii. Data Logging Provision for plant control and monitoring, time and date stamped system data logs for analysis with the high quality, suitable PC. Metering and Instrumentation for display of systems parameters and status indication to be provided.
- iii. Solar Irradiance: An integrating Pyrano meter / Solar cell based irradiation sensor (along with calibration certificate) provided, with the sensor mounted in the plane of the array. Readout integrated with data logging system.
- iv. Temperature: Temperature probes for recording the Solar panel temperature and/ or ambient temperature to be provided complete with read out s integrated with the data logging system
- v. The following parameters are accessible via the operating interface display in real time separately for solar power plant:
  - a. AC Voltage.
  - b. AC Output current.
  - c. Output Power
  - d. Power factor.
  - e. DC Input Voltage.
  - f. DC Input Current.
  - g. Time Active.
  - h. Time disabled.
  - i. Time Idle.
  - j. Power produced
  - k. Protective function limits (Viz-AC Over voltage, AC Under voltage, over frequency, under frequency ground fault, PV starting voltage, PV stopping voltage.
- vi. All major parameters available on the digital bus and logging facility for energy auditing through the internal microprocessor and read on the digital front panel at any time) and logging facility (the current values, previous values for up to a month and the average values) should be made available for energy auditing through the internal microprocessor and should be read on the digital front panel.



- vii. PV array energy production: Digital Energy Meters to log the actual value of AC/ DC voltage, Current & Energy generated by the PV system provided. Energy meter along with CT/PT should be of 0.5 accuracy class.
- viii. Computerized DC String/Array monitoring and AC output monitoring shall be provided as part of the inverter and/or string/array combiner box or separately.
- ix. String and array DC Voltage, Current and Power, Inverter AC output voltage and current (All 3 phases and lines), AC power (Active, Reactive and Apparent), Power Factor and AC energy (All 3 phases and cumulative) and frequency shall be monitored.
- x. Computerized AC energy monitoring shall be in addition to the digital AC energy meter.
- xi. The data shall be recorded in a common work sheet chronologically date wise. The data file shall be MS Excel compatible. The data shall be represented in both tabular and graphical form.
- xii. All instantaneous data shall be shown on the computer screen.
- xiii. Software shall be provided for USB download and analysis of DC and AC parametric data for individual plant.
- xiv. Provision for Internet monitoring and download of data shall be also incorporated.
- xv. Remote Server and Software for centralized Internet monitoring system shall be also provided for download and analysis of cumulative data of all the plants and the data of the solar radiation and temperature monitoring system.
- xvi. Ambient / Solar PV module back surface temperature shall be also monitored on continuous basis.
- xvii. Simultaneous monitoring of DC and AC electrical voltage, current, power, energy and other data of the plant for correlation with solar and environment data shall be provided.
- xviii. Remote Monitoring and data acquisition through Remote Monitoring System software at the owner /[NAME OF THE ORGANISATION] location with latest software/hardware configuration and service connectivity for online / real time data monitoring/control complete to be supplied and operation and maintenance/control to be ensured by the supplier. Provision for interfacing these data on [NAME OF THE ORGANISATION] server and portal in future shall be kept.

#### **TRANSFORMER “IF REQUIRED” & METERING:**

- a) Dry/oil type relevant kVA, 11kV/415V, 50 Hz Step up along with all protections, switchgears, Vacuum circuit breakers, cables etc. along with required civil work.
- b) The bidirectional electronic energy meter (0.5 S class) shall be installed for the measurement of import/Export of energy.
- c) The bidder must take approval/NOC from the Concerned DISCOM for the connectivity, technical feasibility, and synchronization of SPV plant with distribution network and submit the same to Bank of India before commissioning of SPV plant.
- d) Reverse power relay shall be provided by bidder (if necessary), as per the local DISCOM requirement.

#### **POWER CONSUMPTION:**

Regarding the generated power consumption, priority need to give for internal consumption first and thereafter any excess power can be exported to grid. Finalization of tariff is not under the purview of Bank of India or MNRE. Decisions of appropriate authority like DISCOM, state regulator may be followed.

## **PROTECTIONS**

The system should be provided with all necessary protections like earthing, Lightning, and grid islanding as follows:

### **1. LIGHTNING PROTECTION**

The SPV power plants shall be provided with lightning & overvoltage 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. The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors. Lightning protection should be provided as per IEC 62305 standard. The protection against induced high-voltages shall be provided by the use of metal oxide varistors (MOVs) and suitable earthing such that induced transients find an alternate route to earth.

### **2. SURGE PROTECTION**

Internal surge protection shall consist of three MOV type surge-arrestors connected from +ve and –ve terminals to earth (via Y arrangement)

### **3. EARTHING PROTECTION**

i. Each array structure of the PV yard should be grounded/ earthed properly as per IS:3043-1987. In addition, the lightning arrester/masts should also be earthed inside the array field. Earth Resistance shall be tested in presence of the representative of Department/[NAME OF THE ORGANISATION] as and when required after earthing by calibrated earth tester. PCU, ACDB and DCDB should also be earthed properly.

ii. Earth resistance shall not be more than 5 ohms. It shall be ensured that all the earthing points are bonded together to make them at the same potential.

### **GRID ISLANDING:**

i. In the event of a power failure on the electric grid, it is required that any independent power-producing inverters attached to the grid turn off in a short period of time. This prevents the DC-to-AC inverters from continuing to feed power into small sections of the grid, known as “islands.” Powered islands present a risk to workers who may expect the area to be unpowered, and they may also damage grid-tied equipment. The Rooftop PV system shall be equipped with islanding protection. In addition to disconnection from the grid (due to islanding protection) disconnection due to under and over voltage conditions shall also be provided.

ii. A manual disconnect 4 pole isolation switch beside automatic disconnection to grid would have to be provided at utility end to isolate the grid connection by the utility personnel to carry out any maintenance. This switch shall be locked by the utility personnel

### **CABLES**

Cables of appropriate size to be used in the system shall have the following characteristics:

i. Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards

ii. Temp. Range: –10°C to +80°C.

iii. Voltage rating 660/1000V

iv. Excellent resistance to heat, cold, water, oil, abrasion, UV radiation

v. Flexible

vi. Sizes of cables between array interconnections, array to junction boxes, junction boxes to Inverter 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.

vii. Cable Routing/ Marking: All 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.

viii. The Cable should be so selected that it should be compatible up to the life of the solar PV panels i.e. 25years.

ix. The ratings given are approximate. Bidder to indicate size and length as per system design requirement. All the cables required for the plant provided by the bidder. Any change in cabling sizes if desired by the bidder/approved after citing appropriate reasons. All cable schedules/layout drawings approved prior to installation.

x. Multi Strand, annealed high conductivity copper conductor PVC type 'A' pressure extruded insulation or XLPE insulation. Overall PVC/XLPE insulation for UV protection Armoured cable for underground laying. All cable trays including covers to be provided. All cables conform to latest edition of IEC/ equivalent BIS Standards as specified below: BoS item / component Standard Description Standard Number Cables General Test and Measuring Methods, PVC/XLPE insulated cables for working Voltage up to and including 1100 V, UV resistant for outdoor installation IS /IEC 69947.

xi. The size of each type of DC cable selected shall be based on minimum voltage drop however; the maximum drop shall be limited to 1%.

xii. The size of each type of AC cable selected shall be based on minimum voltage drop however; the maximum drop shall be limited to 2 %.

## **CONNECTIVITY**

The maximum capacity for interconnection with the grid at a specific voltage level shall be as specified in the Distribution Code /Supply Code of the State and amended from time to time. Following criteria have been suggested for selection of voltage level in the distribution system for ready reference of the solar suppliers.

### **Plant Capacity Connecting voltage**

Up to 10 kW

240V-single phase or 415V-three phase at the option of the consumer

Above 10kW and up to 100

kW 415V – three phase

Above 100kW

At HT/EHT level

(11kV/33kV/66kV) as per DISCOM rules

i. The maximum permissible capacity for rooftop shall be 1 MW for a single net metering point.

ii. Utilities may have voltage levels other than above, DISCOMS may be consulted before finalization of the voltage level and specification be made accordingly.

iii. For large PV system (Above 100 kW) for commercial installation having large load, the solar power can be generated at low voltage levels and stepped up to 11 kV level through the step up transformer. The transformers and associated switchgear would require to be provided by the SPV bidders.

### **TOOLS & TACKLES AND SPARES:**

- i. After completion of installation & commissioning of the power plant, necessary tools & tackles are to be provided free of cost by the bidder for maintenance purpose. List of tools and tackles to be supplied by the bidder for approval of specifications and make from Bank of India owner.
- ii. A list of requisite spares in case of PCU/inverter comprising of a set of control logic cards, IGBT driver cards etc. Junction Boxes. Fuses, MOVs / arrestors, MCCBs etc along with spare set of PV modules be indicated, which shall be supplied along with the equipment. A minimum set of spares shall be maintained in the plant itself for the entire period of warranty and Operation & Maintenance which upon its use shall be replenished

### **DANGER BOARDS AND SIGNAGES:**

Danger boards should be provided as and where necessary as per IE Act. /IE rules as amended up to date. Three signage shall be provided one each at battery –cum- control room, solar array area and main entry from administrative block. Text of the signage may be finalized in consultation with Bank of India owner.

### **FIRE EXTINGUISHERS:**

The firefighting system for the proposed power plant for fire protection shall be consisting of:

- a) Portable fire extinguishers in the control room for fire caused by electrical short circuits
- b) Sand buckets in the control room
- c) The installation of Fire Extinguishers should confirm to TAC regulations and BIS standards. The fire extinguishers shall be provided in the control room housing PCUs as well as on the Roof or site where the PV arrays have been installed.

### **DRAWINGS & MANUALS:**

- i. Two sets of Engineering, electrical drawings and Installation and O&M manuals are to be supplied. Bidders shall provide complete technical data sheets for each equipment giving details of the specifications along with make/makes in their bid along with basic design of the power plant and power evacuation, synchronization along with protection equipment.
- ii. Approved ISI and reputed makes for equipment be used.
- iii. For complete electro-mechanical works, bidders shall supply complete design, details and drawings for approval to Bank of India /owners before progressing with the installation work

### **PLANNING AND DESIGNING:**

- i. The bidder should carry out Shadow Analysis at the site and accordingly design strings & arrays layout considering optimal usage of space, material and labor. The bidder should submit the array layout drawings along with Shadow Analysis Report to Bank of India/Owner for approval.
- ii. Bank of India reserves the right to modify the landscaping design, Layout and specification of sub-systems and components at any stage as per local site conditions/requirements.
- iii. The bidder shall submit preliminary drawing for approval & based on any modification or recommendation, if any. The bidder submits three sets and soft copy in CD of final drawing for formal approval to proceed with construction work.

### **DRAWINGS TO BE FURNISHED BY BIDDER AFTER AWARD OF CONTRACT**

- i. The Contractor shall furnish the following drawings Award/Intent and obtain approval
- ii. General arrangement and dimensioned layout
- iii. Schematic drawing showing the requirement of SV panel, Power conditioning Unit(s)/ inverter, Junction Boxes, AC and DC Distribution Boards, meters etc.
- iv. Structural drawing along with foundation details for the structure.

- v. Itemized bill of material for complete SV plant covering all the components and associated accessories.
- vi. Layout of solar Power Array
- vii. Shadow analysis of the roof

### **SOLAR PV SYSTEM ON THE ROOFTOP FOR MEETING THE ANNUAL ENERGY REQUIREMENT**

The Solar PV system on the rooftop of the selected buildings will be installed for meeting upto 90% of the annual energy requirements depending upon the area of rooftop available and the remaining energy requirement of the office buildings will be met by drawing power from grid at commercial tariff of DISCOMs.

### **SAFETY MEASURES**

The bidder shall take entire responsibility for electrical safety of the installation(s) including connectivity with the grid and follow all the safety rules & regulations applicable as per Electricity Act, 2003 and CEA guidelines etc.

## FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

**(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)**

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Successful Bidder(SB)) submitting the response to Tender inter alia for selection of the Project for the capacity of ..... KWp in the state .....[Insert name of the state] under Roof Top scheme in response to the Tender No\_\_\_\_\_ dated..... issued by Bank of India (hereinafter referred to as "Owner" considering such response to the Tender of .....[insert the name of the Successful Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Solar Power Project of the Solar Power Developer and issuing Letter of allocation/Award No ----- to----- (insert the name of the Successful Bidder(SB)) as per terms of Tender and the same having been accepted by the selected SB or a Project Company, M/s ----- }, if applicable ].

As per the terms of the Tender, the \_\_\_\_\_ [insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to Bank of India at \_\_\_\_\_ [Insert address of the Zonal Office] forthwith on demand in writing from Bank of India or any Officer authorised by it in this behalf, any amount upto and not exceeding Rupees----- [Total Value] only, on behalf of M/s \_\_\_\_\_ [Insert name of the selected Successful Bidder(SB)/ Project Company].

This guarantee shall be valid and binding on this Bank up to and including.....[insert date of validity in accordance with Clause 17 UNDER GENERAL CONDITIONS OF CONTRACT of this Tender]. and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only). Our Guarantee shall remain in force until..... Bank of India shall be entitled to invoke this Guarantee till .....

The Guarantor Bank hereby agrees and acknowledges that Bank of India shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by Bank of India, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment Bank of India.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by -----[Insert name of the Successful Bidder(SB)/ Project Company as applicable] and/or any other person. The Guarantor Bank shall not require Bank of India to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against Bank of India in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at (name of the State) shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly Bank of India shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Successful Bidder (SB) / Project Company, to make any claim against or any demand on the Successful Bidder (SB)/ Project Company or to give any notice to the Successful Bidder(SB)/ Project Company or to enforce any security held by Bank of India or to exercise, levy or enforce any distress, diligence or other process against the Successful Bidder(SB)/ Project Company .

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and it shall remain in force until ..... We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if Bank of India serves upon us a written claim or demand.

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Power of Attorney No. \_\_\_\_\_  
Email ID \_\_\_\_\_  
For

\_\_\_\_\_ [Insert Name of the Bank] \_\_\_\_\_

Banker's Stamp and Full Address.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Witness:

1. ....

Signature

Name and Address

2. ....

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee(PBG) shall be executed by any Nationalized or Scheduled Commercial Bank.