



BANK OF MAHARASHTRA
LOKMNAGAL, 1501,
SHIVAJINAGAR, PUNE-411 005.

TENDER NO. AX1/CSD/TENDER/12/22-23

**TENDER FOR SOLAR CONSULTANCY WORKS FOR PROVIDING
COMPREHENSIVE ENGINEERING CONSULTANCY SERVICES FOR SETTING
UP SOLAR ROOF TOP POWER PROJECT AT VARIOUS LOCATIONS OF BANK
OF MAHARASHTRA OWNED PREMISES.**

NAME OF BIDDER :

ADDRESS OF BIDDER :

.....

DATE OF ISSUE: 20.05.2022

DATE OF PRE BID MEETING: 04.06.2022 (15:00 HRS)

DATE OF SUBMISSION: 10.06.2022 (14:00 HRS)

DATE OF OPENING (TECHNICAL BID): 10.06.2022 (15:00 HRS)

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TECHNICAL BID

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LOCATIONS OF BANK OF MAHARASHTRA OWNED PREMISES**

1. NOTICE INVITING TENDER

Date:20.05.2022

Dear Sir,

Subject: TENDER DOCUMENT FOR “**SOLAR CONSULTANCY WORKS FOR PROVIDING COMPREHENSIVE ENGINEERING CONSULTANCY SERVICES FOR SETTING UP SOLAR ROOF TOP POWER PROJECT AT VARIOUS LOCATIONS OF BANK OF MAHARASHTRA OWNED PREMISES**”

BANK OF MAHARASHTRA invites sealed tender from reputed solar consultants in two parts, (I- Technical Bid and II- Price Bid) for captioned subject, as per schedule of work and General Terms & Conditions:

1. DATE OF ISSUE: 20.05.2022
2. DATE OF PRE BID MEETING: 04.06.2022 (15:00 HRS)
3. DATE OF SUBMISSION: 10.06.2022 (14:00 HRS)
4. DATE OF OPENING (TECHNICAL BID) : 10.06.2022 (15:00 HRS)
5. VENUE FOR PRE BID MEETING: 1501 BANK OF MAHARASHTRA LOKMANGAL SHIVAJI NAGAR PUNE-5
6. The Solar Project is proposed at the following locations: -

S No.	PREMISES DETAILS		
	ZONE	PREMISES	ROOF TOP AREA(SQ FT)
1	Aurangabad	Zonal Office & Currency Chest	7952
2	Aurangabad	Univerity Branch Aurangabad.	1843
3	Bhopal	Zonal Office Bhopal	3182
4	Kolhapur	Zonal Office Kolhapur	4082
5	Mumbai North Zone	Chembur Branch	1072
6	Mumbai North Zone	Charkop Branch	2815
7	Mumbai North Zone	Mumbai Suburb Zonal Office	5825
8	Nagpur	Zonal Office Nagpur	7642.38
9	Pune East Zone	Currency Chest Bhigwan	3332
10	Pune City Zone	Indira Vasahat Branch	1509
11	Thane	Zonal Office Thane	2340

7. TENDER FEES: Rs.1000/- [Rs. One Thousand only (non-refundable)] to be paid in the form of Demand Draft /PO favoring 'Bank of Maharashtra" payable at Pune. Tender copies shall be downloaded from the Bank's website www.bankofmaharashtra.in. No hard copy will be issued in any case. Tender fees shall be waived off to MSME vendors registered in appropriate category only.
8. **EARNEST MONEY DEPOSIT:** Consultant has to submit Rs. 5000/- in form of Demand Draft /Pay order of nationalized Bank in favor of Bank of Maharashtra payable at Pune.
9. **Performance Security Deposit (PSD)** – Consultant has to submit a Performance security deposit of amount Rs. 50,000/- in form of Demand Draft/ Bank Guarantee

in favor of Bank of Maharashtra within 07days of the acceptance of Work Order. The EMD amount shall be adjusted in Performance Security Deposit(PSD) and Bidder shall submit PSD accordingly. The same will be kept for the period of 01 years or till end of commissioning & installation of Net metering across all sites whichever is later. The said PSD shall be forfeited as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event, which Bank thinks fit and proper. The PSD amount shall be adjusted in the final Bill of the Consultant.

10. COMPLETION PERIOD: The Time Period of Work Completion shall be as under:

Sr. No.	Description of Item	Scheduled Time Period
1	Preparing Design drawings, Detailed Project Report(DPR) & Estimated cost.	30 days from Issue of Work Order.
2	Draft tender with all the detailed drawings specifications etc.	10 days from submission of DPR.
3	Scrutiny of Tender received (Technical Bids), preparation of technical evaluation, recommendation of technically qualified Bidder,	07 days from opening of Technical Bid
4	scrutiny of commercial/price bid, comparative analysis of price bids, justification of rates, recommendation of L1 Bidder, etc.	03 days after opening of Price Bid.
5	Verification of quality of materials as per BOQ, measurement of work, certification of bills for payments. (After supply of complete materials on site ie. Solar Panels & Solar Inverter along with complete structures & cabling) on each site.	03 days after receiving material on each site.
6	Supervision of ongoing work, maintaining time schedule for work, verification of quality of materials, measurement of work, certification of bills for payments.(After charging and handing over of complete system) Atleast 05 visits from start to installation of Net meter on each site.	<ul style="list-style-type: none"> • 03 days during construction of pedestals & erection of module mounting structure. • 03 days after completion of entire installation till Solar Inverter. • On or within 03 days of charging of Solar Project with Net meter.

11. LIQUIDITY DAMAGES: 0.5% OF CONTRACT VALUE PER WEEK DELAY UPTO 5%.

12. Payment Terms:

- No any advance payment will be made to the Solar Consultant.
- No RA payment will be made as mentioned below. Bank will have discretion of the same Necessary taxes will be deducted as applicable. The rates shall be quoted for estimated generation of 550Kwp.
- The cost of comprehensive maintenance year wise shall not be considered for consultancy fee payment.
- Yardstick for payment of fees as per stages given below:

Sr. No.	Description of Item	Payment terms
1	Preparing Design drawings , Detailed Project Report, Estimated cost along with draft tender for the entire Project.	20% *(per Kw rate)* Proposed capacity (Kwp)
2	Scrutiny of Tender received (Technical Bids), preparation of technical evaluation, recommendation of technically qualified Bidder, scrutiny of commercial/price bid, comparative analysis of price bids, justification of rates, recommendation of L1 Bidder, etc.	10% *(per Kw rate)* Proposed capacity (Kwp)
3	Verification of quality of materials s per BOQ, measurement of work, certification of bills for payments. (After supply of complete materials on site ie. Solar Panels & Solar Inverter along with complete structures & cabling) on each site.	20% *(per Kw rate)* Proposed capacity (Kwp)
4	Supervision of ongoing work, maintaining time schedule for work, verification of quality of materials, measurement of work, certification of bills for payments.(After charging and handing over of complete system)	35% *(per Kw rate)* Proposed capacity (Kwp)
5	After 03 months of successful running of the Solar Project at each site. Pro Rota Basis of the Energy Generation committed to the actual Energy Generated.	10% *(per Kw rate)* Proposed capacity (Kwp)
6	After 12 months of successful running of the Solar Project at each site. Pro Rota Basis of the Energy Generation committed to the actual Energy Generated.	5% *(per Kw rate)* Proposed capacity (Kwp)

- v. The initial payment as per SNo. 1 shall be done on project "Estimated Cost" as submitted by Solar consultant. There after the payments shall be made on the basis of contract awarded to contractor.

13. Brief Scope of Work:

- i. The scope of work is for "SOLAR CONSULTANCY WORKS FOR PROVIDING COMPREHENSIVE ENGINEERING CONSULTANCY SERVICES FOR SETTING UP SOLAR ROOF TOP POWER PROJECT AT VARIOUS LOCATIONS OF BANK OF MAHARASHTRA OWNED PREMISES".
- ii. Preparing Design drawings, Detailed Project Report, Estimated cost along with draft tender for the entire Project.
- iii. Scrutiny of Tender received (Technical Bids), preparation of technical evaluation, recommendation of technically qualified Bidder, scrutiny of commercial/price bid, comparative analysis of price bids, justification of rates, recommendation of L1 Bidder, etc.

- iv. Verification of quality of materials s per BOQ, measurement of work, certification of bills for payments. (After supply of complete materials on site ie. Solar Panels & Solar Inverter along with complete structures & cabling) on each site.
 - v. Supervision of ongoing work, maintaining time schedule for work, verification of quality of materials, measurement of work, certification of bills for payments. (After charging and handing over of complete system)
14. Duly sealed tenders shall be dropped in the tender box Ground Floor lobby area Lokmangal Pune on or before 10.06.2022(14:00 Hrs). Technical Bid MUST be duly signed and stamped on each page as a token of acceptance of all terms and conditions /clauses of the tender enquiry.
15. The conditional bids shall not be considered under any circumstances and rejected without any notice.
16. All bids shall be the property of Bank of Maharashtra, and contractors will lay no claim whatsoever on the same.
17. In case of any queries at any stage of tender bidder may contact the following

Name: Sh. Ankit Tiwari (Sr. Manager Electrical)
Email: ankit.tiwari@mahabank.co.in
Contact No. 020-25614336

It may be noted that the date of Opening of Price Bids of those bidders who have submitted unconditional tenders and those pre-qualify the criteria as stipulated in the tender will be intimated separately. Otherwise in case of any of the condition put-forth by any of the bidding agency, the bidder shall be asked to withdraw the condition or otherwise the particular bidder shall be disqualified and price bids of remaining bidders shall be opened on the same day. The sealed price bid will be return back to those bidders who are technically disqualified.

The sealed tender in the prescribed tender form in two separate envelopes as follows should be addressed to

The Asst. General Manager,
Corporate Services Department,
Bank of Maharashtra, Head Office,
Lokmangal Building, 1501, Shivaji Nagar, Pune-411005,
Maharashtra and subscribed

TENDER DOCUMENT FOR “SOLAR CONSULTANCY WORKS FOR PROVIDING COMPREHENSIVE ENGINEERING CONSULTANCY SERVICES FOR SETTING UP SOLAR ROOF TOP POWER PROJECT AT VARIOUS LOCATIONS OF BANK OF MAHARASHTRA OWNED PREMISES”

Envelope No.1 To contain Covering Letter / Clarification, Technical & Commercial aspect and Earnest Money Deposit and all related documents as mentioned.

Envelope No.2

To contain only the Priced tender complete in all aspects (No conditions shall be mentioned in Envelope No.2. which will not be taken into consideration for evaluation of the tender) and submitted as above not later than 10.06.2022(14:00 Hrs)

Notes:

(i) Envelope Nos. 1 & 2 will be opened on the different dates. Separate intimation of date for opening of price bid will be made to only pre- qualified bidders. The sealed price bids of disqualified bidders will be returned by post or can be collected by-hand.

The bidder will have to quote for all the sections included in the tender documents. The Bank of Maharashtra reserves the right to accept or reject any tender either in whole, or in part without assigning any reasons for doing so and do not bind themselves to accept the lowest or any tender.

The Bank of Maharashtra also reserves the right to negotiate or partly accept any or all the tenders received without assigning any reason thereof. Tenders, which do not fulfill all or any of the above condition and conditions mentioned in the tender documents or are incomplete in any respect, are liable to be rejected. Any discrepancies, omissions, ambiguities in the tender documents for any doubts as to their meaning should be reported in writing to the office of the Asst. General Manager Bank of Maharashtra, 1st floor, Corporate Service Dept, Lokmangal, Shivajinagar, Pune. And if any such aforesaid discrepancies, omissions, ambiguities in the tender documents is accepted than necessary corrigendum will be issue accordingly.

The Bidder will have to quote for all the sections included in the tender documents. The Bank of Maharashtra reserves the right to accept or reject any tender either in whole, or in part without assigning any reasons for doing so and do not bind themselves to accept the lowest or any tender.

All other terms & conditions are detailed in the tender documents.

Thanking you,

Yours faithfully,

(Nilesh Gharge)
Asst. General Manager (Civil)
Corporate Service Dept.

2. LETTER OF SUBMISSION FROM CONSULTANTS

Dated :

To,
The Asst. General Manager(Civil),
Corporate Services Department,
Bank of Maharashtra,
Head Office, Lokmangal, 1501,
Shivaji Nagar, Pune-411 005.

Dear Sir,

I/ We, having examined the location, specifications, designs and bill of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum / tender / BOQ and having acquired the requisite information relating thereto as affecting or related to the tender.

I/we hereby offer to execute the works specified in the said memorandum / tender / BOQ within the time specified and at the rates mentioned in the attached bill of quantities and in accordance in all respects complying to the scope of work ,specifications, designs, drawings required for said project and instructions in writing referred to in conditions of tender, the articles of Agreement, Condition of Contract, Bill of Quantities(Price Bid) etc. or prescribed and in all other respects in accordance with such conditions so far they may be applicable as below.

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14. Bank shall provide separate intimation for date for opening of price bid will be made to only pre- qualified bidders. The sealed price bids of disqualified bidders will be returned by post or can be collected by-hand. In case of any of the condition put-forth by any of the bidding agency, the bidder shall be asked to withdraw the condition or otherwise the particular bidder shall be disqualified and price bids of remaining bidder shall be opened on the same day.
15. We agree to execute all the works therein referred to your entire satisfaction and as per specification up till satisfactory takeover by the Bank, and as detailed in the contract sum analysis herewith attached.
16. Should this tender be accepted, we hereby agree to abide by and fulfill the terms and provisions of the said conditions of contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the **Bank of Maharashtra** the amount mentioned in the said contract.
17. I/We have submitted a Demand Draft for a sum of **Rs. _____/- (Rupees Only)** as tender fees and Demand Draft for sum of **Rs. _____/- (Rupees Only)** towards Earnest Money Deposit with the **Bank of Maharashtra**, payable at Pune which amount is not to bear any interest. I/we do hereby agree that this sum shall be non-returnable
18. If this tender is accepted, we agree to submit Performance Security Deposit as per tender document.
19. The validity of this tender is for period of 180 days from date of opening of the tender and it shall remain binding upon us and may be accepted by the bank at any time before the expiration of that period without any additional cost.
20. The formal contract agreement when it is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us. The agreement has to be entered in non-judicial stamp paper of value as per as per latest Maharashtra Stamp Act and we agree to bear the entire cost of agreement charges.
21. We agree to pay Government VAT, GST, Sales-Tax (State & Central), Service Tax, Central Excise Duty, Octroi, Work Contract Tax and all taxes as prevailing from time to

time, on such items for with the same are leviable and the rates quoted by us are inclusive of the same.

22. The dispute resolution procedure shall be as mentioned in General Conditions of Contract and as per Indian Arbitration & Reconciliation Act.
23. Indian law shall govern the terms and conditions under this contract.
24. NOTE: ALL PAGES OF THE TENDER DOCUMENTS INCLUDING ANNEXURES TO THE TENDER SHALL BE SIGNED & STAMPED.
25. Our bankers are:
 - i)
 - ii)

Yours faithfully,

Signature of Bidder
(By the authorized signatory of the
Lead firm with Board resolution
Reference and common seal of company)

Note: A copy of Power of Attorney or Board Resolution for authority imparted for signing tender document shall be enclosed with Technical Bid.

3. General Terms & Conditions of the Tender

1. Type of Contract: The Contract shall be an Item-rate (Per Kwp) (Re-measurable) Contract and the Contractor shall be paid for the actual generation in Kwp, as measured at site, at the rates quoted/ accepted by him in the Contract Bills of quantities.
2. Total Security Deposit: Total security deposit comprises: Earnest Money Deposit & Performance Security Deposit.
 - i. EARNEST MONEY DEPOSIT: Consultant has to submit Rs. 5000/- in form of Demand Draft /Pay order of nationalized Bank in favor of Bank of Maharashtra payable at Pune.
 - ii. Performance Security Deposit (PSD) – Consultant has to submit a Performance security deposit of amount Rs. 50,000/- in form of Demand Draft/ Bank Guarantee in favor of Bank of Maharashtra within 07days of the acceptance of Work Order. The EMD amount shall be adjusted in Performance Security Deposit(PSD) and Bidder shall submit PSD accordingly. The same will be kept for the period of 01 years or till end of commissioning & installation of Net metering across all sites whichever is later. The said PSD shall be forfeited as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event, which Bank thinks fit and proper. The PSD amount shall be adjusted in the final Bill of the Consultant.
 - iii. No Interest shall be paid on the amount retained by the Bank as Security Deposit
3. Language: The Language in which the contract documents shall be drawn shall be in English.
4. Errors, Omissions & Discrepancies:
 - i. Under no circumstances shall the drawings be scaled or measured; only written dimensions shall be followed. In case of errors or omissions in drawings, the contractor shall notify the Solar Consultant by issuing a RFI (Request for information) clearing stating the error or omissions.
 - ii. In case of discrepancy between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
 - iii. In case of discrepancy between written description of an item in Bill of Quantities and corresponding technical specification, the former shall be adopted. In case of difference between rates written in figures and words, the rate in words prevail. Between the duplicate/subsequent copies of the tender, the original tender shall be taken as correct.
5. The Bidder should not change or modify or delete the description of the item. If any discrepancy is observed it should immediately bring to the knowledge of the Bank.
6. Each page of the BOQ shall be signed & stamped by the authorized person and cutting or overwriting shall be duly attested by the Bidder. A letter of authority from the company shall accompany the tender documents. (Bidder

shall sign and stamp all the pages of tender documents at the lower right-hand corner by the bidder. All corrections should be initialed in the Commercial Bid. The rates and amount in the commercial bid shall be in typed form. The handwritten filled commercial bid will be summarily rejected.)

7. The quoted rates are inclusive of all travelling, lodging expenses of solar consultant at any location and are to be borne by the solar consultant only as required for completion of project. Bank is not liable to pay for any travelling/lodging expenses of any member of Solar Consultant. The consultant shall visit each site as per direction of Bank at any stage of Project & the consultant shall not raise any additional claim what so ever.
8. **Performance Security Deposit (PSD)** – Consultant has to submit a Performance security deposit of amount Rs. 50,000/- in form of Demand Draft/ Bank Guarantee in favor of Bank of Maharashtra within 07days of the acceptance of Work Order. The EMD amount shall be adjusted in Performance Security Deposit(PSD) and Bidder shall submit PSD accordingly. The same will be kept for the period of 01 years or till end of commissioning & installation of Net metering across all sites whichever is later. The said PSD shall be forfeited as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event, which Bank thinks fit and proper. The PSD amount shall be adjusted in the final Bill of the Consultant.
9. **“Indemnity”:**
 - i. THE CONSULTANT shall indemnify and always keep, The Bank Indemnified against all the losses or damages that would occur on account acts or commission or omission or negligence by the employees of THE CONSULTANT to the Bank or its property.
 - ii. Such losses or damages by whatever name called is to be made good by THE CONSULTANT as per decision of the Bank. “THE CONSULTANT will defend the Bank for any loss or other liability from third party on account any act of commission or omission or negligence or part of THE CONSULTANT or any of its employees.”
 - iii. The bank is entitled to recover any loss or damage that would occur on account of acts of commission or omission or negligence by the employees of THE CONSULTANT to the bank or its property.
10. **Force Majeure:**
 - i. “Neither Party will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, political instability, epidemic, pandemic, flood, fire, explosion, accident, civil commotion, war, computer viruses, industrial dispute, labour unrest and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.
 - ii. Each Party agrees to give to the other a fifteen (15) calendar days written notice as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

- iii. If the event of force majeure continues for a period of more than 30 consecutive days then either party may have the option to terminate the Agreement upon written notice of such termination to the other party."

11. **Termination of Contract:** Continued non-performance and inability to meet the scope of work requirements shall be viewed seriously & the agreement at any time giving fifteen (15) days prior written notice to THE CONSULTANT, may be terminated by Bank.

"If, THE CONSULTANT breaches its obligations or terms & conditions under this agreement and if the breach is not cured within 15 days from the date of notice or if the service provider".

- i. has a winding up order made against it; or
 - ii. has a receiver appointed over all or substantial assets; or
 - iii. is or becomes unable to pay its debts as they become due; or
 - iv. enters into any agreement or composition with or for the benefit of its creditors;
 - v. passes a resolution for its voluntary winding up or dissolution or if it is dissolved.
- Force Majeure incident continues more than 30 days the contract may be terminated by the Bank.

In view of above circumstances, Bank will terminate the contract under Risk and lost of the Consultant.

a. **During Bidding Process:** Consultant has to provide genuine and correct information while filling tender document. Any document which are attached with this tender shall be genuine and shall be self-attested. If during scrutiny of Bids or during due diligence any incorrect/ wrong/ fake /forged / spurious document or information is found then Bank will put the respective consultant in Blacklist. The information of the same will be submitted to IBA and other agencies. The consultant will be barred from any participation of tender process in the Bank for 02 years.

b. **After Award of Work:** If any information/document submitted by the successful consultant is found incorrect/ wrong/ fake /forged / spurious, then Bank shall terminate the contract and Blacklist the consultant for 02 years. The information of the same will be submitted to IBA and other agencies. The consultant will be barred from any participation of tender process in the Bank. Further Bank will forfeit the Performance Security Deposit. All the action in the aforesaid matter will be at the discretion of Bank.

Also, if consultant leaves the assigned work before completion of project without proper justification and approval from Bank, then Bank may initiate the process of Blacklisting as mentioned above. The reasons for foreclosure of consulting work shall be justifiable/acceptable to the Bank.

13. **Liquidated damages for the delay:** If THE CONSULTANT fails to complete the task within the time provided in the tender, he shall be liable to pay liquidated damages @ 0.5% of the contract price per week up, to a max. of 5% of contract value.

14. **Copyright / Proprietary Right** : The Consultant hereby agree that the fee to be paid as provided in this agreement will be in full and final for functions to be performed by him and no claim whatsoever shall be made against the Bank as well as owner in respect of any part relating to the plans, drawings and other documents submitted by Consultant. The drawings, design, plan; related details prepared and acquired by the Consultant for the work entrusted to him under this agreement will become the property of the Bank and /or owner. The drawings, design, plan and related details cannot be issued to any other person, firm or authority or used by the Consultants for any other project without prior permission of the Bank and/or owner. However, the drawings and drawings and design can be utilized by the Bank and/ or owner for other works and Consultant shall not have any objection whatsoever.

15. **Non-Disclosure Agreement:**

It is hereby agreed that THE CONSULTANT in this agreement hereby agree as follows.

- i) THE CONSULTANT shall hold all information about this Agreement as well as tender document and / or information gathered about the Bank through this process in strict confidence with the same degree of care with which THE CONSULTANT protects its own confidential and proprietary information. THE CONSULTANT shall restrict disclosure of the information solely to its employees, agents and Sub-Consultants on a need to know basis advise those persons of their obligations hereunder with respect to such Information.
- ii) To use the information only as needed for the purpose solely related for the purpose of this Agreement.
- iii) Except for the purpose of execution of this Agreement, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such information.
- iv) Any information considered sensitive must be protected by THE CONSULTANT from unauthorized discloser or access.
- v) Any information, Photographs, drawings relating to the Solar Project work must be protected by THE CONSULTANT from unauthorized disclosure or access.

16. **Conflict of Interest:**

Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification the Bank shall be entitled to forfeit and appropriate the EMD or Performance Security Deposit, as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the Bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this

disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- ii. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
- iii. subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this subclause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or (b) a constituent of such Bidder is also a constituent of another Bidder; or
- iv. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- v. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- vi. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each others' information about, or to influence the Bid of either or each other; or
- vii. such Bidder or any Associate thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

17. **Relationship between parties:** This RFP/tender document is on a Principal to Principal basis and does not create any employer - employee relationship. Nothing contained in this RFP or any subsequent agreement or otherwise shall be deemed to create any partnership, joint venture, employment or relationship of principal and agent, or master and servant between the parties hereto or any of their respective employees, affiliates, subsidiaries, related business entities, agents, contractors or subcontractors or to provide either party with any right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this tender document/Agreement during the period of the tender document/Agreement and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of this tender document/Agreement and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

17. Limitation of Liability:

- i. Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Order Value.
- ii. Bidder's liability in case of claims against the Bank resulting from Misconduct or Negligence of bidder, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
 - a. "Misconduct" means any act or omission of a party which is willfully intended to harm the interests of the other party, provided however, that willful misconduct does not include ordinary negligence, an error of judgement or mistake of a person.
 - b. "Negligence" means an indifference to, and a blatant violation of a legal duty with respect to the rights of the others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a Gross negligence.
- iii. Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by bidder as part of procurement under the RFP.
- iv. Under no circumstances Bank shall be liable to the selected bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if Bank has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.
- v. It is expressly agreed between the Parties that for any event giving rise to a claim, Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against bidder.

It is agreed between the parties that Bank, being in service industry, its reputation, goodwill and positive brand image is of prime importance. Bank has a right to impose penalty for the reputational loss on account of business disruption if Bidder fails to perform its obligations in the best possible manner and/ or fails to maintain quality of service. The amount of penalty will be assessed by the Bank in the manner as it deems fit and the said amount can be deducted from the amount payable to the company against its services. Bidder undertakes and agrees to indemnify the Bank against such losses suffered. Reoccurrence of such incidence may lead to termination of contract by the Bank without any further notice.

19. Representation and Warranties: Bidder warrant and represent that:

- (a) It has full power and authority to enter into this Agreement;
- (b) It shall be responsible for its corporate and personnel taxes if any, and shall indemnify and hold harmless Bank for any liability in this connection;
- (c) It has the requisite experience and expertise, resources, infrastructure, qualified manpower and other requisite resources to provide the services as desired by the Bank.
- (d) Its execution of this Agreement and its performance of its obligations hereunder will not conflict with, cause a default under, or constitute a breach of any agreement with a third party;
- (e) It shall ensure compliance of all applicable laws and regulations in the performance of the Services under this Agreement;

In rendering the services to the Bank, Bidder warrants that:

- i. It shall observe the best service quality standards and ensure that it renders its obligations to the satisfaction of the Bank.
- ii. It shall meet the various deadlines and standards as mutually agreed
- iii. It shall discuss and review its progress, as and when required by the Bank.
- iv. It shall maintain utmost confidentiality of the Confidential Information

20. Notice Clause:

All notices given under this tender/Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, courier service, registered email, postage or any other mode approved by the court of law addressed to the party to be notified at the below address as such party may designate upon reasonable notice to the other party:

Disclosing Party	Receiving Party
Representative name:	Representative name:
Address:	Address:
Email:	Email:
Phone number:	Phone number:

21. Waiver:

The failure to exercise any right provided in this tender document/Agreement shall not be a waiver of prior, concurrent or subsequent rights unless made in writing and signed by the authorized representative of both Parties. This tender document/agreement and each party's obligation shall be binding on the representatives, assigns and successors of such Party.

22. Compliance of Applicable laws:

- i. The bidder shall undertake to observe, adhere to, abide by, comply with and notify Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.
- ii. Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the bidder.
- iii. This indemnification is only a remedy for Bank. The bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by Bank arising out of claims made by its customers and/or regulatory authorities.

4. ELIGIBILITY CRITERIA

The bidder should fulfill the following eligibility criteria. They are required to submit copies of documents to substantiate their qualifying criteria.

1. Bidder should have valid Registration of PAN, GST, ESI, PF, income Tax clearance certificate & service Centre in Pune etc.
2. The bidder should have average annual turnover of more than Rs. **25 lakhs** during the last three financial years i.e. FY 2018-19 ,2019-20 & 2020-21 (Valid CA certificate to be enclosed)
3. The bidder should be a profitable agency & should have shown the **profits** in each of last three financial years i. e. FY 2018-19 ,2019-20 & 2020-21 (Valid CA certificate to be enclosed)
4. The bidder should have successfully executed minimum single work of similar type having project value of Rs. **2.8 Crores** during last three years (Proof of the same should be submitted for having successfully completed the work) for single screen only OR
5. The bidder should have successfully executed minimum two works of similar type having project value of **1.8 Crores** during last three years (Proof of the same should be submitted for having successfully completed the work) for single screen only OR
6. The bidder should have successfully executed minimum three works of similar type having project value of **1.4 Crores** during last three years (Proof of the same should be submitted) for single screen only
7. The bidder should not have been blacklisted by any PSU Bank or enterprise /Private Bank/NBFC/Co-operative Bank/Govt. department during last 05 years. A written undertaking has to be given by the bidder. **A written undertaking has to be given by the bidder on their letter head.**
8. Only those bidders who have at least 5 years' establishment. **Similar work would mean** providing comprehensive engineering consultancy for completed a grid connected solar power plant/Rooftop plant in the last 5 year for the Government/Semi Government/ Government autonomous bodies/PSUs/Prime institution. Experience of consultant for completed Government/Semi Government/ Government Autonomous bodies Projects under Design and Construction mode/ Turnkey Execution mode (which includes Comprehensive engineering consultancy services also) shall also be considered under eligibility criteria, subject to submission of such experience certificate from respective Government authority/Semi Government/ Government Autonomous Bodies officials.
9. **Completion Certificate:** Bidder shall submit the completion certificate for above Sr No.4/5/6 mentioning the scope of part/full related Solar Projects, Final bill amount, year, duration of work from the competent authority of client. No completion certificate from any Consultant will be considered. Only Work Order document will not be considered as a proof of completion of Work. Any proof of Bill amount transactions will not be considered as a completion certificate.

5. TECHNICAL EVALUATION OF BIDDERS:

PROFORMA 1				
Technical Evaluation of Bidders				
S No.	Description	Marks	Self Assessment by Consultant	Banks Assessment
1	Work Experience(TIME): Experience of Comprehensive Engineering Consultancy Services works etc. for the last – A.) 5 year = 10 Marks (1 year =2 Mark) Experience for comprehensive engineering Consultancy Services for any Solar Power generation projects (Proof to be submitted)	10		
2	Financial strength : Average annual financial turnover for Last Three Year – A.)above 07 lacs – 5 Marks B.)above 10 lacs – 10 Marks C.)above 15 lacs – 20 Marks (Proof to be submitted)	20		
3	Work Experience(TECHNICAL): Experience for Engineering Consultancy Services for solar power generation single projects A.)above 1MW – 40 Marks B.)above 600KW – 30 Marks C.)above 200 KW – 20 Marks Experience for comprehensive engineering Consultancy Services for any Solar Power generation projects (Proof to be submitted)***Works under single work order will only be considered as single work. Distributed capacity of works completed under multiple work orders will not be considered.	40		
4	Manpower (to be supported with CVs): All the CVs should also contain photograph of person and should also be signed by concerned person. Mobile and E-mail of person shall also be mentioned in the submitted CVs. Bank of Maharashtra may be its liberty to contact and call the persons named through submitted CVs for verification, as deemed fit necessary, for assessing the manpower strength of bidder – 1.) Below – 05 person – 1 Marks 2.) Below – 10 person – 5 Marks 3.) Above – 15 person – 10 Marks	10		
5	Team Leader Engineer: B. E. in Electrical/ Electronics/Mechanical with minimum 05 experience of providing solar consultancy projects, 5 marks for one person	10		
6	Solar Sector Expert: B. E. in Electrical/ Civil Engineering with minimum 5 years professional experience and should have advised at least one solar project, 2 marks each for one person.	10		
Total Marks		100		
** Note : Minimum qualifying marks for technical Bid shall be 70. ** Committee will have sole right for assessment based on submitted documents.				

PROFORMA 2		
Details of Bidders		
1	Name and address of applicant	
2	Telephone No./Fax No./E-mail/Telex No.	
3	Legal status of the applicant (attach copies of original documents defining the legal status) The applicant is: a. An individual b. A Proprietary Firm c. A firm in Partnership d. A limited Company (Private or Public) or Corporation	
4	Particulars of Registration with various Government bodies/Organization.(attach attested photocopy)	
5	Name of Directors/Partners with their addresses, Telephone numbers, Fax, Email	
6	Designation of individuals authorized to act for the organization	
7	Was the applicant ever required to suspend any construction for a period of more than six months continuously after commencement of the construction? If so, give the name of the project & reasons of suspension of work.	
8	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
9	Has the applicant or any constituent partner in case of partnership firm, ever been debarred/ black listed for tendering in any organization at any time? If so, give details.	
10	Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.	
11	Other details:	
	a) EPF No. valid up to	
	b) TIN No. and certificate	
	c) Clearance of sales Tax up to	
	d) PAN No. and copies of IT return for last three years.	
	e) Service Tax registration No.	
	(Copies to be enclosed)	
12	Are you a MSME Unit? If yes, Please furnish registration details, Name of the DIC/state.	
13	If you are MSME, is it owned by SC/ST entrepreneurs? If yes, Please specify the name of owner who is SC or ST	
14	Any other information considered necessary but not included above.	

PROFORMA 3					
S No.	Description	FY 18-19	FY 19-20	FY 20-21	Average annual turnover
(i)	Gross Annual turnover on consultancy works				
(ii)	Profit/Loss				
Seal					
Signature of Applicant					
Financial Analysis: Details to be furnished duly supported by figures in Balance Sheet/Profit & Loss Account for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (certified copies to be attached)					

PROFORMA 4							
Details of Projects Executed							
Sr. No.	Name of Work / Project executed	Short description of work	Name & Address of Owner/Client	Value of work executed	Stipulated time of completion	Actual time of completion	Copy of Work Order / completion certificate from the Client.
1							
2							
3							
4							
5							
6							

PROFORMA 5						
KEY PERSONNEL PERMANENTLY EMPLOYED						
Sr. No	Name	Designation	Qualifications	Experience	No. of Years engaged with the firm	Any other information
1						
2						
3						
4						
5						

PROFORMA 6		
Details of Infrastructure in Office		
Sr. No.	Items	Details
1	Address of the office.	
2	Office premises, area etc. in Sq. Mtrs.	
3	Fax and Other equipment	
4	Telephones	
5	Number of Computer workstations	
6	Software used for planning, estimating, execution, supervision etc.	
7	Details of Office Network across India	
8	Any other information	

6. TECHNICAL SPECIFICATIONS OF EQUIPMENTS & DETAILED SCOPE OF WORK

Bank of Maharashtra intends to select a Solar consultant who will provide comprehensive planning and engineering consultancy for the development of solar rooftop projects in Bank own premises area. It includes consultancy services for planning, designing, periodical supervision etc. as required for proper completion of work as per directives of the Bank. It shall be the responsibility of the consultant to ensure that the planning and designs are in conformation of all relevant local and national bye-laws and norms. If not, the conflicting points should be brought to the notice of the Bank and necessary changes should be made by the consultant in consultation with the Bank/ Owner. In case conflicts arise in the future, the consultant shall be responsible for the modifications to be done to the design/drawings for the resolution of the conflict. The scope includes preparation of a detailed BOQ for the project and detailed specifications of all activities and items including make and model no. Where ever applicable. Preparation of GFC drawings and 'As Built' drawings after completion of works shall be under scope of appointed consultant.

Part A: Planning & DPR Preparation

The vendor shall perform Site survey & site investigations to prepare Detailed Project Report(DPR) which shall cover the following points.

- i. **Site Survey:** The Solar Consultant shall visit each site location and conduct detailed survey for comprehensive planning and engineering consultancy for the development of solar rooftop projects.
- ii. **Site Analysis:** The consultant shall study the condition of Roof Top for Solar installation and suggest the module mounting structure so that no water leakage occurs during rainfall season. Connectivity, Land Form and Land details, Topography of Land, Existing Land use pattern, forest body or water bodies, Existing infrastructure, Soil
- iii. **Climate Analysis:** Humidity, Highest & lowest temperatures, annual rainfall availability of Classification, Climatic Data from secondary sources,
- iv. **Estimated Solar Generation:** The consultant shall estimate the maximum Solar generation taking into account the topography of the roof top, orientation of Solar Panels, shadow of the neighboring landscapes/buildings. Energy yield calculations,
- v. The Solar Consultant shall take into account the guidelines of local Electricity Distribution Company for maximum capacity of Solar Installation.
- vi. **PVSyst Report:** The Solar Consultant shall provide the PV cyst report for maximum power & month wise energy generation. The estimated energy generation & peak power generation should be in alignment to the PV Cyst Report.
- vii. **STAAD.Pro Report:** The consultant shall provide the STAAD.Pro report of structures of each location to ascertain structure strength & stability. The structure along with solar Panels shall be capable of withstanding wind load of 150 Kmph. The report/drawing/design shall be certified by licensed structural Engineer.
- viii. **Project Cost:** The consultant shall provide location wise Project Cost & calculation of time period of Breakeven Point. The consultant shall provide financial & economic analysis of the project.
- ix. **Layout Drawings:** The consultant shall provide the following drawings for each site as under:-
 - Array Layout Drawing of the Solar Panels showing nos. of solar panels installed in each table.

- Structural Drawings of the Module Mounting Structure (Plan & Elevation) showing details & numbers of leg, purlin, bracing, rafter, gusset plates and any other structural member of each type.
 - Bar bending schedule & layout drawings of pedestals.
 - Earthing Layout location wise showing location of Earth Pits.
 - Lightning Protection Layout drawings highlighting range of each lightning arrestor.
 - Cable routing layout drawings.
 - Single Line Diagrams of Solar Panels, Inverters till main switchgear Panel.
 - Design drawings for proposed works including all electrical works and associated services, wherever applicable for proper completion of the works under the contract as per satisfaction of the Bank & in accordance with local Bye laws and obtaining approval of Bank of Maharashtra.
- x. The drawings/specifications prepared by the consultant shall be final. In case of dispute in drawings/specifications between Consultant and contractor. Bank's decision shall be final & binding & accordingly the consultant shall provide revised RFC (released for construction) drawings/ specifications.
- xi. **Remote Monitoring of Project:** The consultant shall include necessary hardware/software for remote monitoring & control of Solar Project.
- xii. **Detailed Bill of Quantity:** The consultant shall prepare detailed site wise Bill of Quantity showing quantities of every major & minor item. Preparation of Detailed bill of quantities based on prevailing market rates related with the project. Also the bill of quantities shall include various services all based on schedule of rates conforming to specifications and procedures approved and prescribed by the Bank of Maharashtra to describe the whole project adequately. Supplying details of calculations of such Schedule of quantities to enable the Bank of Maharashtra to check them before preparation of draft tender documents.
- xiii. **Reference Standards for Services:** The Consultant is required to provide services based on extant rules, local bye - laws, applicable standards and sound engineering practices. The reference of standards is detailed below for application in services of consultant. The consultant shall refer the standard documents in case they are not mentioned below in any case:
- a. Development Plan, Architectural Plan, Building Plan and their approvals: Applicable laws of local bodies & other concerned agencies.
 - b. Design of structures, Preparation of drawings, detailed estimation etc.:
 - National Building Code, 2016
 - IS: 1893 (latest edition)
 - IS: 13920 (latest edition)
 - IS: 13828 (latest edition)
 - Other applicable standards
 - Sound Engineering Practice for detailed estimation
 - Safety standards & Labour law compliance.
- xiv. The consultant shall prepare detailed estimate of works of all equipment & activities including make and model no. as applicable.

Part B: Tender Preparation/Evaluation

- i. After submission of detailed Project Report the Solar consultant prepare tender for phase wise execution of works incorporating all the guidelines & standards of BIS, CVC, National Building Code etc.
- ii. **Clearances from Electricity Boards, Electrical Inspector & Local Bye laws:** Analysis of the permits (tariff security/power purchase agreement/building permits/grid connection) from a technical perspective. The consultant shall provide assistance from getting clearance from Govt /statutory bodies.
- iii. **Detailed Specification of Materials:** The consultant shall provide detailed specification of each equipment/material to be used in Solar Project.
- iv. **Recommendation of Manufacturers:** The consultant shall provide atleast 04 makes of each type of equipment/material.
- v. **Market Analysis & availability schedule:** The consultant shall conduct market survey of estimate and availability of each type of material. Any material falling under land sharing clause or non-availability in market shall not be included in tender.
- vi. **Time Schedule:** The consultant shall provide time schedule for execution of works.
- vii. The consultant shall provide all the necessary details drawings/BOQ/photographs /load details/structural details etc all complete in the tender.
- viii. The consultant shall inform Bank about all the statutory clearances to be obtained before & post execution of electrical Works.
- ix. The consultant shall provide all necessary guidance to eligible bidders during site survey & pre-bid meeting of the tender.
- x. The consultant shall perform technical scrutiny of the tenders, technical work comparative, background verification of the bidders & shortlisting of eligible bidders for financial bid opening. The consultant shall scrutinize financial Bids and recommend L1 Bidder for work.

Part C: Project Execution

- i. **Material Verification:** The consultant shall conduct material verification of all materials for quality & quantity as per BOQ on each site , if required Factory inspection of the BOQ as per applicable IS /IEC standards.
- ii. The consultant shall witness the type & routine tests at factory location of the major electrical equipment. The travelling & lodging cost shall be borne by the L1 bidder.
- iii. **Time Schedule:** The consultant shall provide time schedule for execution of works The consultant shall be responsible for Project Monitoring & ensure the Project is being progressed as per the timelines given by vendor.
- iv. **Quality Control :** The consultant shall visit each site during work execution and shall ensure that all work are carried out as per extant rules/guidelines. It shall be the responsibility of the consultant to ensure the quality of Works.
- v. In the event of differences relating to the interpretations of drawings /designs/specifications/ any other part of the Consultancy between the consultant and the Consultants, the interpretation and the decision of the Engineer-in-charge, Bank of Maharashtra shall be final and binding.
- vi. Safety standards before, during & after commissioning of the project is to be ensured as per the guidelines of Govt. statutory authority/ies.

- vii. The consultant shall supply all design calculations/computer input and output giving specific reference to BIS/NBC, along with soft copies.
- viii. During the execution stage, consultant will prepare and issue of working drawings with all details for proper execution of the work & also revise drawing details and specifications as required by construction process.
- ix. Recommendation of RA Bills, final bills along with work completion certificate.
- x. The consultant shall visit each site at least 05 times from starting to completion of Project.
- xi. The Bank of Maharashtra shall have the right to make changes, additions, modifications or deletion in the design and drawings or any part of work and instructions given in writing for any such additions / alterations, deletions during the progress of the work and the same shall be complied by the consultant without any extra cost.

7. INTEGRITY PACT

General: This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of month of _____ 2022, between on one hand, Bank of Maharashtra through authorized official Shri. _____, Asst. General Manager(Civil), Corporate Services Department, Bank of Maharashtra 1501, Shivajinagar, Pune (hereinafter called the "BANK", which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s_____ represented by Shri. _____ Proprietor (herein called the "BIDDER" which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BANK proposes to carry out **"SOLAR CONSULTANCY WORKS FOR PROVIDING COMPREHENSIVE ENGINEERING CONSULTANCY SERVICES FOR SETTING UP SOLAR ROOF TOP POWER PROJECT AT VARIOUS LOCATIONS OF BANK OF MAHARASHTRA OWNED PREMISES"** (said work) and the BIDDER is willing to offer/has offered for the aforesaid work and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency/LLP, constituted in accordance with the relevant law in the matter and the BUYER is Corporate Services Department of Bank of Maharashtra

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BANK to obtain the desired said Equipment/product/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BANK will commit to prevent corruption, in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BANK:

1.1. The BANK undertakes that no officials of the BANK, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any

person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.

1.2. The BANK will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the BANK will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BANK with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BANK the proceedings under the contract would not be stalled.

COMMITMENTS of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BANK, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.

3.5. The BIDDER further confirms and declares to the BANK that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company

whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BANK or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the Bank as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BANK, or alternatively, if any relative of an officer of the BANK has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative; for this purpose would be as defined in Section 6 of the Companies Act 1956

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BANK.

4. Previous Transgression

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money Deposit:

EARNEST MONEY DEPOSIT: Consultant has to submit Rs. 5000/- in form of Demand Draft /Pay order of nationalized Bank in favor of Bank of Maharashtra payable at Pune.

5.1.1. Bank Draft or Pay Order in Favor of **Bank of Maharashtra**

5.1.2. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BANK on demand within three working days without any demure whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

5.2. Tender fee will be non-returnable once paid to the Bank.

5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond/performance security deposit for the said work that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond/performance security deposit in case of decision by the Bank to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6. Sanctions for Violations:

6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitle the Bank to take all or any one of the following actions, wherever required :-

6.1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

6.1.2. In pre-contract stage violation as above will lead to disqualification from bidding and /or Security Deposit / Performance Bond /performance security deposit (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Bank and the Bank shall not be required to assigning any reason therefore.

6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

6.1.4. To recover all sums already paid by the BANK, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Buyer in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.

6.1.5. To encash the advance Bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the Bank, along with interest.

6.1.6. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Bank resulting from such cancellation/rescission and the BANK shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

6.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BANK.

6.1.8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.

6.1.9. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BANK with the BIDDER, the same shall not be opened

6.1.10. Forfeiture of Performance Bond in case of a decision by the BANK to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

7. Fail Clause:

The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BANK, if the contract has already been concluded.

8. Independent Monitors:

1.1. The BANK has appointed Independent Monitors

1. Name : Arun Jha

Designation : Secretary to GOI(National Commission for Scheduled Castes)

Email id : arunjha01@gmail.com

2. Name : Umesh Vasant Dhatrak

Designation : Officer of Public Sector Unit (Rashtriya Chemicals & Fertilizers Unit)

E-Mail id : uvdhatrak@gmail.com

The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.

1.2. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.

1.3. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

1.4. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BANK.

1.5. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BANK including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to sub Consultants. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.

1.6. The BANK will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on

the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

- 1.7. The Monitor will submit a written report to the designated Authority of BANK in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BANK/BIDDER and, should the occasion arise, submit proposals for correction problematic situations. .

9. Facilitation of Investigation

In case of any allegation of violation of provisions of this Pact or payment of commission the BANK or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

All disputes whatsoever arising between the parties out of or in relation to the construction, meaning and operation of effect of these Tender Documents or breach thereof shall be settled amicably. If however, the parties are not able to solve them amicably within 30 days, the same shall be settled as per the procedure mentioned at ARBITRATION clause of this RFP in accordance with the applicable Indian laws and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at PUNE.

11. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. NON Disclosure:

It is hereby agreed that all the parties in this agreement hereby agree as follows: Consultant shall hold all information about this tender and /or information gathered about the Bank through this process in strict confidence with the same degrees of care with which Consultant protects its own confidential and proprietary information. Consultant shall restrict disclosure of the information solely to its employees, agents and sub-Consultants on a need to know basis and advise those persons of their obligations hereunder with respect to such information. To use the information only as needed for the purpose solely related to this project: Except for the purpose of execution of this project, not disclose or otherwise provide such information or knowingly allow anyone else to disclose or otherwise provide such information. Consultant shall not disclose any information to parties not involved in supply of the products and services forming part of this order and disclose any information to parties not involved in supply of the products and services forming part of this order will be treated as breach of trust and invite legal action. This will also mean termination of the contract and disqualification of the Consultant in any future

tendering process of the Bank. Any information considered sensitive must be protected by the Consultant from unauthorized disclosure or access.

13. Validity:

13.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 2 years or the complete execution of the contract to the satisfaction of both the BANK and the BIDDER/Seller, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at _____ on _____

BANK

Name of the Officer:

Designation:

Corporate Services Department

Bank of Maharashtra

(Office Seal)

Place _____

Date _____

BIDDER

Proprietor

(Office Seal)

Witness:

1 _____

(Name & Address) : _____

2 _____

(Name & Address) : _____

Witness

: 1 _____

(Name & Address) : _____

2 _____

(Name & Address) : _____

8. Annexure-I

DECLARATION BY THE BIDDER

I/We have read and examined the bid document, terms and Conditions of bid and other documents and Rules referred to in the bid and all other contents in the bid documents for the Solar consultancy.

I/We hereby submit bid for (Name of Work-----) within the specified time schedule.

I/We agree to keep the bid open for hundred one twenty (180) days from the date of opening of technical bid thereof not to make any modifications in its terms and conditions.

I/We hereby declare that I/We treat the bid documents, drawings and other records connected with the consultancy as secret / confidential documents and shall not communicate information / derived there from to any person except to whom, I/We may be authorized to communicate the same or use the information in any manner prejudicial to the interest of the company.

If I/We fail to commence the consultancy specified I/We agree that the said Bank of Maharashtra or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money/Performance Security Deposit and Bank may take necessary action as per terms and conditions of tender as deemed fit

Enclosures:

1. DD/Pay Order NO (as tender fees) :
2. Terms & conditions (each page and Annexure documents are signed & stamped with the seal)
3. Financial Bid. (Signature of Bidder with seal) Name: Address: Date:
NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the documents above will render the bid to be rejected. Also, non-adhering of any of the terms and conditions of will render the bid to be rejected.

Date:

Signature of Bidder Stamp

9. Annexure-II

Certificate / Undertaking of Visiting site by Bidder

(On Bidder's letter Head)

- a) Certified that I / we have visited the site on _____ and assessed the nature and amount of work involved before submitting our offer. We will be able to execute the work within the available site condition and terms and conditions of the tender.
- b) I undertake that I / we have visited the place/sites or representative of I/we have visited site or have acquainted with the mentioned site of tender, and noted & studied the site feasibilities for installation of Solar Project.
- c) Manpower & Materials supplied by us will be suitable for in the existing location / condition with sufficient space all around. No extra cost will be claimed by me later for any difficulties/modifications involved for total execution of all the works mentioned in the tender. I also understand that the work, if required to be completed on priority basis, so we are ready to work in day / night hour subject to availability of site/space.

(Signature of Bidder):

(NAME):

(SEAL):

Note: Consultant shall visit the site with prior approval. The contact number for visit of site is 020-25614336/239

10. Annexure -III

FORMAT OF UNDERTAKING, TO BE FURNISHED IN COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/NON-DEBARMENT, BY ORGANIZATION

UNDERTAKING REGARDING BLACKLISTING/ NON-DEBRMENT

To,
The Asst. General Manager(Civil),
Corporate Services
Head Office, Lokmangal
Bank of Maharashtra
Shivajinagar, Pune – 5

We here by confirm and declare that we, M/s----- is not blacklisted/De-registered/debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have executed/undertaken the works/services during the last 02 years. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security amount may be forfeited in full and the tender if any to the extent accepted may be cancelled and any necessary action that Bank's deemed to be may be taken against undersigned.

Thanking you,
Yours faithfully,

Signature.....
Name.....
Seal of the organization...

Date.....
Place.....

11. Annexure –IV
BANK GUARANTEE- PAYMENT OF PERFORMANCE SECURITY DEPOSIT

Bank Guarantee No.
Bank Guarantee Amount-
Date-
Claim Amount
Account

THIS GUARANTEE AGREEMENT executed at Pune on this ...day month ofmonth of Two Thousand Twenty One.

BY

..... **Bank**, a body corporate constituted under Banking Corporation (Acquisition and Transfer of Undertakings) Act, 1980, having its Registered Office/ Head Office atand a Branch Office at the(hereinafter referred to as "**the Guarantor**", which expression shall, unless it be repugnant to the subject or context thereof, be deemed to mean and include its successors and assigns)

In favour of

Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of Undertaking) Act, 1970 and having its Registered office at 1501, Lokmangal, Shivajinagar, Pune – 411005 (hereinafter referred to as "**BANK**" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns),

1.**WHEREAS** Bank of Maharashtra, Shivajinagar, Head Office, Pune and having their registered office at(hereinafter called "the Consultant" which expression shall unless repugnant to the extent and meaning thereof includes its successor and assign) have entered into contract for work of and related tender Documents(**TENDER NO : AX1/CSD/TENDER/12/2022-23** Dated ...), general terms and conditions of Contract, Letter of Intent (LOI) and Agreement (hereinafter collectively referred to as "the said documents", with And said CONSULTANT has accepted the work more particularly described in the bill of quantities to the said documents (hereinafter collectively referred to as "**saidwork**"), subject to payment of the purchase price as stated in the said documents and also subject to the terms, conditions, covenants, provisions and stipulations contained the said documents.

2.**AND WHEREAS** pursuant to the above arrangement, the BANK, has placed work order dated for "**SOLAR CONSULTANCY WORKS FOR PROVIDING COMPREHENSIVE ENGINEERING CONSULTANCY SERVICES FOR SETTING UP SOLAR ROOF TOP POWER PROJECT AT VARIOUS LOCATIONS OF BANK OF MAHARASHTRA OWNED PREMISES**" (hereinafter referred to as "**The Work Order**"), with, subject to the terms and conditions contained in the said documents and the CONSULTANT has duly confirmed the same.

3 **AND WHEREAS** the said documents and the unconditional, unqualified and absolute acceptance by the CONSULTANT are hereinafter collectively referred to as **"the Contract"**.

4 **.AND WHEREAS** the CONSULTANT has returned the duplicate copy of the Work Order duly signed as token of its unconditional, unqualified and absolute acceptance, for the said work and has confirmed the performance/ execution of the said Contract and the said documents.

5.**AND WHEREAS** in accordance with the terms and conditions of the Contract, the CONSULTANT has agreed to procure an unconditional and irrevocable performance Bank guarantee, in favour of the BANK of Maharashtra, Head Office Pune from a Scheduled BANK(herein referred as **Guarantor**), for securing towards faithful observance and performance by the CONSULTANT of the terms, conditions, covenants, stipulations, provisions of the said Contract.

6.**AND WHEREAS** at the request of the CONSULTANT, the Guarantor has agreed to guarantee the BANK, payment of **Rs./- (Rupees)** towards faithful observance and performance by the CONSULTANT of the terms of the Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

In consideration of the above, the Guarantor hereby unconditionally, absolutely and irrevocably guarantees to the BANK as follows:

1. The Guarantor hereby guarantees and undertakes to pay, on demand, to the BANK at its office at 1501, Lokmangal Shivajinagar, Pune forthwith, an amount of **Rs./-** or any part thereof, as the case may be, as aforesaid due to the BANK from the CONSULTANT, towards any loss, costs, damages, etc. suffered by the BANK on account of default of the CONSULTANT in the observance and performance of the terms, conditions, covenants, stipulations, provisions of the contract, without any demur, reservation, contest, recourse or protest or without any reference to the CONSULTANT. Any such demand or claim made by the BANK, on the Guarantor shall be conclusive and binding notwithstanding any difference or any dispute between the BANK and the CONSULTANT or any dispute between the BANK and the CONSULTANT pending before any Court, Tribunal, Arbitrator, or any other authority.

2. The Guarantor undertakes not to revoke this Guarantee during the currency of these presents, without the previous written consent of the BANK and further agrees that the Guarantee herein contained shall continue to be enforceable until and unless it is discharged earlier by the BANK, in writing or until ../../2022 whichever is earlier.

3. The BANK shall be the sole judge to decide whether the CONSULTANT has failed to perform the terms of the said Contract by the CONSULTANT to the BANK and on account of the said failure what amount has become payable by the CONSULTANT

to the BANK under this Guarantee. The decision of the BANK in this behalf shall be conclusive and binding on the Guarantor and the Guarantor shall not be entitled to demand the BANK to establish its claim under this Guarantee but shall pay the sums demanded without any objection, whatsoever.

4. To give effect to this Guarantee, the Guarantor shall be liable under this guarantee as if it were the principal debtor.

5. The liability of the Guarantor, under this Guarantee shall not be affected by

- i. any change in the constitution or winding up of the CONSULTANT or any absorption, merger or amalgamation of the CONSULTANT with any other Company, Corporation or concern; or
- ii. any change in the management of the CONSULTANT or takeover of the management of the CONSULTANT by the Government or by any other authority; or
- iii. acquisition or nationalization of the CONSULTANT and/or of any of its undertaking(s) pursuant to any law; or
- iv. any change in the constitution of the BANK; or
- v. any change in the setup of the Guarantor which may be by way of change in the constitution, winding up, voluntary or otherwise, absorption, merger or amalgamation or otherwise; or
- vi. the absence or deficiency of powers on the part of the Guarantor to give Guarantees and/or Indemnities or any irregularity in the exercise of such powers.

6. Notwithstanding anything contained hereinabove, the liability of the Guarantor hereunder shall not exceed **Rs./(Rupees).**

7. For all purposes connected with this Guarantee and in respect of all disputes and differences under or in respect of these presents or arising there from the courts of Pune city where the BANK has its Head Office shall alone have jurisdiction to the exclusion of all other courts.

8. Bank of Maharashtra shall be at liberty to vary, and alter or modify any of the terms and conditions of the Agreement/tender including without limitation to extend from time to time, the time for the performance of the Agreement/tender by the Consultant or to postpone from time to time any of the powers exercisable by BANK of Maharashtra against the Consultant, to forbear or to enforce any of the terms and conditions of the Agreement/tender, without in any manner affecting this Guarantee and without notice to or assent of the BANK provided that nothing contained hereinabove extends or enlarges the liability of the BANK under this guarantee.

9. The Guarantor waives any right requiring to BANK of Maharashtra proceed first against the Consultant or requiring BANK of Maharashtra to first enforce any other security or any other guarantee.

10. The Guarantor agrees and confirms that its obligation to make payment to BANK of Maharashtra on demand hereunder and discharge of such obligation shall not be delayed, exercised or avoided by reason of any act or omission on the part of BANK of Maharashtra the legal consequence of which may be the discharge of the BANK as guarantor.

11. The Guarantor declares and confirms that the BANK has taken all necessary corporate action to authorize the execution delivery and performance of this Guarantee in accordance with the terms hereof and that the BANK has full power to enter into and performance & discharge its obligations undertaken hereunder and this Guarantee constitutes legal, valid and binding obligation of the BANK, enforceable in accordance with its terms.

12. This guarantees shall be governed by and construed in all respects according to the laws of the India and shall be subject to the jurisdiction of the court in Pune.

13. All notices, demands or communications required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched and acknowledged as received as follows:

IF to the BANK:

The Branch Manager

The Name of BANK and Address :

IF to BANK of Maharashtra, Head office, Pune:

BANK of Maharashtra, Lokmanagal,

Head office, Shivajinagar, Pune – 411005.

Any party hereto may change its address by a notice given to the other party hereto in the manner set forth above, all notices, demands and other communications shall be made in writing thru letter/ fax or courier/registered post.

14. Any forbearance or indulgence on the part of BANK of Maharashtra, Head office, Pune in the enforcement of the covenants, agreements, conditions and provisions express or implied on the part of the Consultant to be performed, observed or complied with by the Consultant under the Agreement /terms & conditions of tender shall in no way relieve the Guarantor of its liability under the Guarantee provided that nothing contained hereinabove extends or enlarges the liability of the Guarantor under this guarantee.

15. Terms and expression defined in the Agreement / tender and used herein shall have the meanings assigned to them therein save and except where the context otherwise require.

Notwithstanding anything to the contrary contained herein:

i. The BANK's liability under this Bank Guarantee shall not exceed **Rs. .../- (Rupees).**

ii. This BANK Guarantee shall be valid **upto 01 years** i.e. .../.../2022.

- iii. The Guarantor is liable to pay the Guaranteed amount or part thereof under this BANK Guarantee only and only if the beneficiary(BANK) serves upon the Guarantor a written claim or demand on or before . ../../2022 (Date of Expiry of Guarantee).
- iv. Every Guarantee shall be issued (regardless of the guarantee period) with a minimum claim period of one year from the date of expiry on top of the guarantee period so as to avail benefit of Exception 3 of the Section 28 of the Indian Contract Act, 1872.

This guarantee is non-assignable and non-transferable.

IN WITNESS WHEREOF THE BANK HAS SET ITS HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN

SIGNED AND DELIVERED BY
the within named Guarantor,

by the hand of Shri._____,
its authorized official.

Note :- a) The Name and Designation of the Authorized officer(s) of the BANK should be compulsorily mentioned.

b) A copy of the resolutions/power of attorneys authorizing the officer(s) for executing the aforesaid guarantee.

12. ARTICLES OF AGREEMENT
(on non judicial stamp paper of value as per latest Maharashtra Stamp Act)
ARTICLES OF AGREEMENT (FORMAT)

Agreement for “SOLAR CONSULTANCY WORKS FOR PROVIDING COMPREHENSIVE ENGINEERING CONSULTANCY SERVICES FOR SETTING UP SOLAR ROOF TOP POWER PROJECT AT VARIOUS LOCATIONS OF BANK OF MAHARASHTRA OWNED PREMISES”

BETWEEN

BANK OF MAHARASHTRA, HEAD OFFICE, LOKMANGAL, SHIVAJINAGAR, 1501, PUNE – 411005

AND

M/S.

DATE OF COMMENCEMENT :

DATE OF EXPIRY :

“THIS AGREEMENT is made & executed at Pune on this ___ day of ___ 2022”.

BETWEEN ,Reg. Office:....., a limited company registered under the Company Registration Act with CIN Identification No. and having its Head office at hereinafter called “ The Consultant” (which expression shall include the heirs, executors, Administrators, Legal representatives and permitted assigns along with its successors.) of the ONE PART

AND

BANK OF MAHARASHTRA , a body of corporate constituted under banking companies(Acquisition and transfer of undertaking) Act-1970.“THE BANK” having its registered office at 1501, ‘Lokmanagal’ Shivajinagar Pune – 411005 herein after called “THE BANK” (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, legal representatives and permitted assigns) of the Other Part.

Whereas the Bank of Maharashtra has floated RFP vide **AX1/CSD/TENDER/12/2022-23** Dated, hereinafter called as “ said tender document” with following details as:

Date of Issue:

Last date of submission:

Date of Pre Bid Meeting:

Date of Opening of Technical Bid:

for the work of “**SOLAR CONSULTANCY WORKS FOR PROVIDING COMPREHENSIVE ENGINEERING CONSULTANCY SERVICES FOR SETTING UP SOLAR ROOF TOP POWER PROJECT AT VARIOUS LOCATIONS OF BANK OF MAHARASHTRA OWNED PREMISES**” hereinafter called as “said work”. In response, among the technically qualified bidders, M/s is qualified as bidder based on acceptance of schedule of prices (your letter. No date) for

the said works. The said tender documents are part of this agreement and is attached as Annexure-I.

The bank has approved the contract for **“SOLAR CONSULTANCY WORKS FOR PROVIDING COMPREHENSIVE ENGINEERING CONSULTANCY SERVICES FOR SETTING UP SOLAR ROOF TOP POWER PROJECT AT VARIOUS LOCATIONS OF BANK OF MAHARASHTRA OWNED PREMISES”** at lowest rates (L1) on the terms & conditions mentioned in tender document duly accepted by you.

WHEREAS

The Bank is desirous of availing work for **“SOLAR CONSULTANCY WORKS FOR PROVIDING COMPREHENSIVE ENGINEERING CONSULTANCY SERVICES FOR SETTING UP SOLAR ROOF TOP POWER PROJECT AT VARIOUS LOCATIONS OF BANK OF MAHARASHTRA OWNED PREMISES”** at lowest rate (L1). The Consultant is in the business of executing the similar works and has agreed to execute the said work as required by the Bank mentioned in the said tender document and the same shall be part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained: -

Now it is agreed by and between the parties as follows: -

1. THE CONSULTANT will engage / employ persons having high integrity & good character. THE CONSULTANT shall ensure that their conduct will be in order and shall not commit any crime or fraud or shall not violate any laws while discharging their duty.
2. THE CONSULTANT will ensure that its employees will not disclose any information / papers about banks business to any outsider and observe strict confidentiality.
3. If it is revealed that any of its employees are engaged in breach of confidentiality, the bank will have recourse to recover appropriate damages from THE CONSULTANT besides termination of contract if felt necessary at the discretion of bank.
4. COMPLETION PERIOD: The Time Period of Work Completion shall be as under:

Sr. No.	Description of Item	Scheduled Time Period
1	Preparing Design drawings, Detailed Project Report(DPR) & Estimated cost.	30 days from Issue of Work Order.
2	Draft tender with all the detailed drawings specifications etc.	10 days from submission of DPR.
3	Scrutiny of Tender received (Technical Bids), preparation of technical evaluation, recommendation of technically qualified Bidder,	07 days from opening of Technical Bid
4	scrutiny of commercial/price bid, comparative analysis of price bids,	03 days after opening of Price Bid.

	justification of rates, recommendation of L1 Bidder, etc.	
5	Verification of quality of materials as per BOQ, measurement of work, certification of bills for payments. (After supply of complete materials on site ie. Solar Panels & Solar Inverter along with complete structures & cabling) on each site.	03 days after receiving material on each site.
6	Supervision of ongoing work, maintaining time schedule for work, verification of quality of materials, measurement of work, certification of bills for payments.(After charging and handing over of complete system) Atleast 05 visits from start to installation of Net meter on each site.	<ul style="list-style-type: none"> • 03 days during construction of pedestals & erection of module mounting structure. • 03 days after completion of entire installation till Solar Inverter. • On or within 03 days of charging of Solar Project with Net meter.

5. LIQUIDITY DAMAGES: 0.5% OF CONTRACT VALUE PER WEEK DELAY UPTO 5%.

6. Payment Terms:

- No any advance payment will be made to the Solar Consultant.
- No RA payment will be made as mentioned below. Bank will have discretion of the same Necessary taxes will be deducted as applicable. The rates shall be quoted for estimated generation of 550Kwp.
- The cost of comprehensive maintenance year wise shall not be considered for consultancy fee payment.
- Yardstick for payment of fees as per stages given below:

Sr. No.	Description of Item	Payment terms
1	Preparing Design drawings , Detailed Project Report, Estimated cost along with draft tender for the entire Project.	20% *(per Kw rate)* Proposed capacity (Kwp)
2	Scrutiny of Tender received (Technical Bids), preparation of technical evaluation, recommendation of technically qualified Bidder, scrutiny of commercial/price bid, comparative analysis of price bids, justification of rates, recommendation of L1 Bidder, etc.	10% *(per Kw rate)* Proposed capacity (Kwp)
3	Verification of quality of materials s per BOQ, measurement of work, certification of bills for payments. (After supply of complete materials on site ie. Solar Panels & Solar Inverter along with complete structures & cabling) on each site.	20% *(per Kw rate)* Proposed capacity (Kwp)
4	Supervision of ongoing work, maintaining time schedule for work, verification of quality of materials, measurement of work, certification of bills for	35% *(per Kw rate)* Proposed capacity (Kwp)

	payments.(After charging and handing over of complete system)	
5	After 03 months of successful running of the Solar Project at each site. Pro Rota Basis of the Energy Generation committed to the actual Energy Generated.	10% *(per Kw rate)* Proposed capacity (Kwp)
6	After 12 months of successful running of the Solar Project at each site. Pro Rota Basis of the Energy Generation committed to the actual Energy Generated.	5% *(per Kw rate)* Proposed capacity (Kwp)

- v. The initial payment as per SNo. 1 shall be done on project "Estimated Cost" as submitted by Solar consultant. There after the payments shall be made on the basis of contract awarded to contractor.

7. Brief Scope of Work:

- i. The scope of work is for "SOLAR CONSULTANCY WORKS FOR PROVIDING COMPREHENSIVE ENGINEERING CONSULTANCY SERVICES FOR SETTING UP SOLAR ROOF TOP POWER PROJECT AT VARIOUS LOCATIONS OF BANK OF MAHARASHTRA OWNED PREMISES".
- ii. Preparing Design drawings, Detailed Project Report, Estimated cost along with draft tender for the entire Project.
- iii. Scrutiny of Tender received (Technical Bids), preparation of technical evaluation, recommendation of technically qualified Bidder, scrutiny of commercial/price bid, comparative analysis of price bids, justification of rates, recommendation of L1 Bidder, etc.
- iv. Verification of quality of materials as per BOQ, measurement of work, certification of bills for payments. (After supply of complete materials on site ie. Solar Panels & Solar Inverter along with complete structures & cabling) on each site.
- v. Supervision of ongoing work, maintaining time schedule for work, verification of quality of materials, measurement of work, certification of bills for payments. (After charging and handing over of complete system)

8. THE CONSULTANT will not appoint in sub-contract to carry out work assigned to them under this agreement.
9. The period of contract is for 180 days from the date of commencement of work. However, the validity of contract shall be upto completion of comprehensive maintenance period.
10. The rates shall be all inclusive and cover the cost of all materials, transportation, all types of duties, royalties, erection, construction, tools and tackles, plant and equipment, supervision, overheads, profit, all taxes excluding GST and any other expenditure incurred for completion of work as per drawings and specifications.

11. THE CONSULTANT shall ensure that the Scope of Work & General Minimum Standards, Specification for installation & maintenance of Roof Top Solar plants the same shall comply the sub part under technical service level guidelines of Tender document.
12. All works shall conform in all respects to high standards of engineering, design and workmanship and shall fulfill the anticipated performance during the expected life of the system.
13. Any liability arising on Bank, shall be deducted from the bill of the Consultant and if the full amount is not recovered then the same shall be recovered from the performance security deposit of THE CONSULTANT. There would be no liabilities towards the workers of THE CONSULTANT by the Bank.
14. In the event of THE CONSULTANT failing to execute the work under contract in whole or in part an alternative arrangement will be made by the Bank at the risk and cost of THE CONSULTANT besides any suitable fine/ penalty as deemed fit by Bank.
15. THE CONSULTANT shall personally be responsible for the conduct of his staff and in case of any complaint against any staff; THE CONSULTANT will be under obligation to change the worker when instructed by representative of HO of Bank of Maharashtra for placing the order.
16. THE CONSULTANT shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. Bank will not hold any responsibility with regard to staff on the role of the Consultant what so ever.
17. **Applicable Laws & Jurisdiction:** "This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Pune shall have exclusive jurisdiction over matters arising out of or relating to this Agreement".
18. **Severability:** If any of the provisions of this Agreement may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or enforceable, such provision shall have the meaning that renders it valid and enforceable. In the event any court or other government authority shall determine any provisions in this Agreement is no amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment. In the event that any of the provisions of this Agreement shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective, provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this Agreement were limited as provided hereinabove, the original provisions would stand renewed

and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by any law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this Agreement.

19. The necessary bills for payment shall be submitted directly to Corporate office from where the purchase order is placed.
20. Necessary TDS as applicable will be deducted from the bill. It is requested to sign a duplicate copy of this work order as token of acceptance and return back the same to our office.
21. The Bank reserves the right to cancel the empanelment at any time without assigning any reason, whatsoever.
22. Bank may conduct third party inspection of the goods supplied by you at any point of time, to ascertain technical specifications, at your cost. In case, it is found that they do not conform to the technical specification approved by bank, then your company may be recommended to appropriate authority for blacklisting along with other legal actions as deemed fit.
23. Apart from the above THE CONSULTANT has to execute a separate Integrity pact as per format provided in said tender document.

IN WITNESS WHEREOF the parties hereto have set their hands on the day and date first hereinabove mentioned.

Signed by

For Bank of Maharashtra.

&

For – M/s.

(Authorized Signatory)

Witness

From Bank of Maharashtra Side

- 1.
- 2.

From THE CONSULTANT Side

- 1.
- 2.



BANK OF MAHARASHTRA
LOKMNAGAL, 1501,
SHIVAJINAGAR, PUNE-411 005.

FINANCIAL BID

TENDER NO. AX1/CSD/TENDER/12/22-23

**TENDER FOR SOLAR CONSULTANCY WORKS FOR PROVIDING
COMPREHENSIVE ENGINEERING CONSULTANCY SERVICES FOR
SETTING UP SOLAR ROOF TOP POWER PROJECT AT VARIOUS
LOCATIONS OF BANK OF MAHARASHTRA OWNED PREMISES**

**13. PRICE BID
(BILL OF QUANTITIES)**

PRICE BID: SOLAR CONSULTANCY WORKS FOR PROVIDING COMPREHENSIVE ENGINEERING CONSULTANCY SERVICES FOR SETTING UP SOLAR ROOF TOP POWER PROJECT AT VARIOUS LOCATIONS OF BANK OF MAHARASHTRA OWNED PREMISES.

Sr. No.	Description	Per KW rate
1.	<ul style="list-style-type: none"> The scope of work is for 'Providing Comprehensive Engineering Consultancy Services for Development of solar power Roof Top Power plants at 11 locations of Bank's owned Premises in India. Preparing Design drawings, Detailed Project Report, Estimated cost along with draft tender for the entire Project. Scrutiny of Tender received (Technical Bids), preparation of technical evaluation, recommendation of technically qualified Bidder, scrutiny of commercial/price bid, comparative analysis of price bids, justification of rates, recommendation of L1 Bidder, etc. Verification of quality of materials as per BOQ, measurement of work, certification of bills for payments. (After supply of complete materials on site ie. Solar Panels & Solar Inverter along with complete structures & cabling) on each site. Supervision of ongoing work, maintaining time schedule for work, verification of quality of materials, measurement of work, certification of bills for payments. (After charging and handing over of complete system) <p>Lump sum fees for Project Size 550 Kwp. Payment shall be conveyed on the proposed capacity in Kwp.</p>	<p>Rs.....</p> <p>In words</p> <p>.....</p>

**** The rates shall be quoted considering all terms and conditions of the tender**

TOTAL AMOUNT Rs. _____ (excl GST)

TOTAL AMOUNT in words: Rs. _____ (excl GST)

(Signature of the authorized person with stamp of the firm/company)

Name of the authorized person:

Date:

Declaration by Bidder:

I/We M/s..... have read & understood all the terms and conditions of tender, have acquainted to the site conditions and considering aforesaid and prevailing market conditions have quoted rate in price Bids.

SEAL& SIGN OF CONTRACTOR

Note: The Price Bid shall cover all clauses of the technical specifications and Detailed Scope of Work as per the tender.

Payment Terms:

- i. No any advance payment will be made to the Solar Consultant.
- ii. No RA payment will be made as mentioned below. Bank will have discretion of the same Necessary taxes will be deducted as applicable. The rates shall be quoted for estimated generation of 550Kwp.
- iii. The cost of comprehensive maintenance year wise shall not be considered for consultancy fee payment.
- iv. Yardstick for payment of fees as per stages given below:

Sr. No.	Description of Item	Payment terms
1	Preparing Design drawings , Detailed Project Report, Estimated cost along with draft tender for the entire Project.	20% *(per kw rate)* Proposed capacity (Kwp)
2	Scrutiny of Tender received (Technical Bids), preparation of technical evaluation, recommendation of technically qualified Bidder, scrutiny of commercial/price bid, comparative analysis of price bids, justification of rates, recommendation of L1 Bidder, etc.	10% *(per kw rate)* Proposed capacity (Kwp)
3	Verification of quality of materials s per BOQ, measurement of work, certification of bills for payments. (After supply of complete materials on site ie. Solar Panels & Solar Inverter along with complete structures & cabling) on each site.	20% *(per kw rate)* Proposed capacity (Kwp)
4	Supervision of ongoing work, maintaining time schedule for work, verification of quality of materials, measurement of work, certification of bills for payments.(After charging and handing over of complete system)	35% *(per kw rate)* Proposed capacity (Kwp)
5	After 03 months of successful running of the Solar Project at each site. Pro Rota Basis of the Energy Generation committed to the actual Energy Generated.	10% *(per kw rate)* Proposed capacity (Kwp)
6	After 12 months of successful running of the Solar Project at each site. Pro Rota Basis of the Energy Generation committed to the actual Energy Generated.	5% *(per kw rate)* Proposed capacity (Kwp)

- v. The initial payment as per SNo. 1 shall be done on project "Estimated Cost" as submitted by Solar consultant. There after the payments shall be made on the basis of contract awarded to contractor.

Date:

Sign of Consultant