
Details of NIIT - NB. Har. DPSP/2208, 2209,2210 / Solar Panel DPSP-104/2021-22 dated 28/01/2022, Pre-bid meeting – 04/02/2022, Final Date of Submission- 11/02/2022. EMD Amount- Rs. 34,000/-

Chief General Manager,
NATIONAL BANK FOR AGRICULTURE AND RURAL DEVELOPMENT,
HARYANA REGIONAL OFFICE,
PLOT No. 03, SECTOR- 34 A, CHANDIGARH - 160022
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Important Definitions

1. “NABARD” means National Bank for Agriculture and Rural Development.
4. “RO” means Haryana, Regional Office.
5. Selected Bidder and Bank shall be individually referred to as “Party” and collectively as “Parties”.
7. “Tenderer” or “Contractor” shall mean the individual, or Manager of the firm or company, whether incorporated or not, undertaking the works and shall include the legal heirs/representatives of such individual or the partners composing firm and theirs legal heirs and successors, or company's authorized and constituted attorneys/agents and permitted assignees of such firm or company.
8. “Contract Price” shall mean the final accepted rates in the Bill of Quantities.
9. "Accepting Authority" shall mean the Chief General Manager of the National Bank for Agriculture and Rural Development (the Employer), 'Approval' wherever used in the specifications or scope of work shall mean, approved by or approval of the 'Accepting Authority' in writing.
10. “Appellant Authority” shall mean the Chief General Manager, Head Office of the Bank (the Employer), who shall also be the authority to consider any extension of time or compensation as detailed in clause hereunder.
11. Notice in writing or written notice shall mean a notice in writing typed or written characters delivered to or sent by contractor, and shall be deemed to have been received when in ordinary course of post it would have been delivered, and/or delivered personally, or otherwise proved to have been received.
12. “Drawing” shall mean all drawings and/or design drawings of the installations and manual of operation of various equipments or any such reference for operation and maintenance furnished by the tenderer/sketches duly signed by the authorised Bank Officer or the Consultant on behalf of the employer during the progress of the work.
13. “Letter of Acceptance” shall mean an intimation by a letter issued by the Accepting Authority of the Employer to tenderers that his tender has been accepted in accordance with the provisions in the said letter.
Disclaimer

The information contained in this Tender Document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of National Bank for Agriculture & Rural Development (NABARD), Haryana Regional Office, Chandigarh is provided to the bidder(s) on the terms and conditions set out in this Tender Document and all other terms and conditions subject to which such information is provided.

This Tender Document is not an agreement and is not an offer or invitation to bid by NABARD, Haryana RO, Chandigarh to any party other than the applicants who are qualified to submit the bids (“bidders”). The purpose of this Tender Document is to provide the bidder(s) with information to assist them in formulation of their proposals. This Tender Document does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis regarding any information contained in the Tender Document and the meaning and impact of that information and should check the accuracy, reliability and completeness of the information in this Tender Document and where necessary obtain independent advice. National Bank for Agriculture & Rural Development, Haryana RO, Chandigarh makes no representation or warranty, express or implied, and shall incur no liability under any law, statute rules or regulations as to the accuracy, reliability or completeness of this Tender Document. National Bank for Agriculture & Rural Development, Haryana RO, Chandigarh may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this Tender document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

This Tender Document has been prepared solely for the purpose of enabling the Bank in defining the requirements for engaging the Services of an Agency for Design, Supply, Installation, Testing and Commissioning of 30 KWp Grid Interactive SPV Based Roof Top Solar Power System for NABARD Hayana Office, Sector 34 A, Chandigarh as mentioned in the Scope of Work.

The Tender Document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank after completion of the selection process.
Notice Inviting Tender

Ref. No. NB. Har. DPSP/ 2208, 2209,2210 / Solar Panel DPSP-104/ 2021-22
28 January 2022

To

Three Empanelled agencies only
1. Independent Business Machine (P) Ltd, Chandigarh
2. Diwakar Renewable & Infra Pvt. Ltd., Panchkula
3. Ekam Energy, Chandigarh

Madam/ Sir


1.1 Invitation for Bids

National Bank for Agriculture and Rural Development (NABARD), is a body corporate established under the NABARD Act, 1981 (hereinafter referred to as "The Bank") having its Head Office at Plot No. C-24, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400051 and Regional Offices (ROs) / Training Establishments (TEs) in different cities across the country. A complete set of the Tender Document/Instructions for two bid envelope system can be obtained from NABARD website www.nabard.org & https://eprocure.gov.in and will be sent to them by email. The tender is available free of cost.


1.2 Objectives of the Tender

NABARD, Haryana Regional Office, Chandigarh intends to invite Techno-Financial Bids ( two bid system ) from three empanelled bidders, for Design, Supply, Installation, Testing and Commissioning of 30 KWp Grid Interactive SPV Based Roof Top Solar Power System for NABARD Haryana Office, Sector 34 A, Chandigarh with one year defect liability/free maintenance period and comprehensive AMC for more four years..

1.3 Tender Submission
The Bids should be submitted in sealed envelope marked to the CGM, NABARD, Regional Office, Haryana, Chandigarh for the aforesaid Tender (Technical Bid & Price Bid) as per detailed Scope of Work and other requirements as mentioned in the Tender document as well as EMD deposit details in a single sealed envelope.

The Bids can be submitted through **two bid envelope system** for the aforesaid Tender as per detailed technical specifications and other requirements as mentioned more specifically in the tender document. The tenderer has to submit the two envelopes; one envelope of “Technical Bid” by superscribing “Technical Bid for Design, installation, testing and commissioning of 30 KWp Grid Interactive Roof Top Solar System for Haryana RO Building” and other enveloper of “Financial/Price Bid” by superscribing “Financial/Price Bid for Design, installation, testing and commissioning of 30 KWp Grid Interactive Roof Top Solar System for Haryana RO Building”. These two envelopes may be kept in one big envelope by superscribing “Tender for Design, installation, testing and commissioning of 30 KWp Grid Interactive Roof Top Solar System for Haryana RO Building” addressed to Chief General Manager, NABARD, Sector 34-A, Haryana.

This big single envelope shall be superscribed as Technical Bid & Price Bid for the said work and should be submitted in the Tender Box placed at entry gate of the NABARD Haryana Office. The last date of submission is 11/02/2022 by 2:30 PM.

**1.4 Contact Persons:**

Sh. Devender Kumar, AGM, 0172-5116833

Shri Vipin Chugh, Asstt. Manager, 0172-5116841

**1.5 EMD & TENDER PROCESS SCHEDULE**

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<th>Activity</th>
<th>Date and Time</th>
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<tr>
<td>1</td>
<td>Earnest Money Deposit (EMD) (Interest free and Refundable) (To be paid before submission of the Bid &amp; its acknowledgement have to be uploaded)</td>
<td>₹ 34000/- (Rupees Thirty thousand only) by way of NEFT to NABARD current A/c as per the bank details given below: Name of the A/c Holder : National Bank for Agriculture and Rural Development Bank Name : NABARD Branch Name : Head Office, Mumbai IFSC : NBRD0000002</td>
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<td>A/C No</td>
<td>NABADMIN40</td>
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<td>Type of A/c</td>
<td>Current</td>
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<td>Note – Micro &amp; Small Enterprises are exempted for submission of EMD as per GoI instructions. The requisite documents has to be submitted for the exemption like registration etc.</td>
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<tr>
<td>2</td>
<td>Date of Issue of Tender</td>
<td>28 January 2022</td>
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<tr>
<td>3</td>
<td>Last date for submission of the Bid</td>
<td>11 February 2022 upto 2.30 PM</td>
</tr>
<tr>
<td>4</td>
<td>Date of Pre- Bid Meeting</td>
<td>04 February 2022 at 11.30 AM and will be held in NABARD office, main conference room. The agencies may join us offline/online. The link will be sent to them and we will wait till 11:45 AM for joining the meeting. If nobody joins the meeting, it will be concluded that tender is clear to all agencies.</td>
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<tr>
<td>5</td>
<td>Date and Time of Opening of Technical &amp; Price Bid</td>
<td>11 February 2022 at 3:00 PM for technical bid and date &amp; time of opening of Price bid will be communicated later on, in the presence of bidder representative, if they choose so.</td>
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**Note:** In case any mentioned date is holiday/Sunday, the next working date will be accepted as date of that activity. After pre-bid meeting, the NABARD reserves the right to modify the complete tender.

Yours faithfully,

Sd/-
(Ravinder Singh)
DGM- DPSP
NABARD, Haryana Regional Office
Chandigarh
Chief General Manager  
National Bank for Agriculture and Rural Development  
Haryana Regional Office,  
Chandigarh – 160022

Dear Sir,


1. With reference to your limited tender, I am / We are pleased to offer myself/ourselves to be prospective bidder for this work in your organization.

2. I / We have read and understood the tender and Instructions/conditions appearing in the techno-financial bid/tender and I/We understand that if any false information is detected at a later stage, any future contact made between me/ourselves and NABARD, on the basis of the information given by me/us, will be treated as invalid by NABARD.

3. I/We agree that the decision of NABARD, Haryana RO, Chandigarh in selection/shortlisting/empanelment/awarding will be final and binding on me/us.

4. I have visited the sites before quoting the rates. All the terms and conditions of the tender, have been accepted by us. We have not made any conditional offer.

5. I/We, therefore, request you to kindly consider our bid/tender.

Thanking you

Yours faithfully,

(Signature of Authorised person on behalf of firm/agency/contractor)

Attachments – One Technical Bid and One Price/Financial Bid (two separate sealed envelopes in one big envelope)
1. Scope of Work under 30 KWp Roof Top Solar Power System

A.1 Description of the Property

a. Office Building: Open Roof terrace of 2nd Floor having of around 2800 Sq Ft area of Haryana Regional Office at Sector 34 A, Chandigarh. Minor increase / decrease in the area will be considered, if required for installation of Solar Panels.

A.2 Period of the AMC

The AMC contract shall be executed initially for a period of four years (from 01/04/2023 to 31/03/2027) (the period start date will be changed, if AMC work award has been delayed) which may be renewed further on annual basis subject to review and satisfactory performance by agency and on mutual consent of both the parties on same terms and conditions of contract. The renewal will be done on the sole discretion of NABARD. The Tenderer is advised to quote the rates with due statutory provisions as necessary, based on the scope of works and specification/ description of items as well as terms and conditions contained in the Tender Document. In case of reduction in total duration of AMC, the proportionate amount will be paid during the first month. The scope of work is as under:

**Comprehensive Annual Maintenance Contract (CAMC) after one Defect Liability Period (DLP)**

(a) The tenderers shall quote their charges separately for comprehensive annual maintenance service of complete system as per schedule of quantities which will be applicable after one year of defect liability period (DLP). The rates shall also include the charges for the insurance of the workmen for carrying out the above job.

(b) The system shall be inspected, upkeep/serviced/cleaned periodically. The periodicity shall be bi-monthly or more depending upon the weather conditions.

(c) The charges for comprehensive annual maintenance service shall include replacement of any part of the system, including all required spare consumables etc. during service contract period. Any defects in the system/sub- assemblies, found within the AMC period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. Routine servicing/ troubleshooting/ setting/ adjustments/ cleaning/ checking etc. to ensure smooth and trouble free working of the Solar system.
(d) Penalty for delay in rectification during CAMS:
During the comprehensive annual maintenance service period (after DLP period), any fault in the system shall be rectified within 2 days of receipt of intimation of the defect in the system. The quoted rates shall, therefore, take into account all the cost, including travel cost from the nearest service station. There will be a penalty of Rs. 50/- per day subject to maximum of 10% of the annual maintenance charges, if the defect in the system is not rectified within the period of 02 days during the AMC period as stated above. Any penalty during the DLP shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

Maintenance Service Contract

The successful tenderer shall enter into an agreement for comprehensive annual maintenance contract of the system with the Bank on or before completion of the main work. Supply and replacement of all spares and parts required for smooth operation and serviceability of the system shall be the responsibility of the contractor. In this respect the contractor shall maintain at site sufficient spares / consumables for immediate replacement of defective / damaged part during day- to-day routine maintenance / breakdown maintenance. Cost of these spares and any other spares which may be required during maintenance is deemed to be included in the rates quoted by the contractor. The rate shall include the quarterly cleaning of the panels on a regular basis.

The contractor/agency can not refuse to enter with CAMC at the quoted rates. In case of refusal, NABARD reserves the right to debar/blacklist the firm. The payment shall be made on half yearly basis on rendering satisfactory service in its beginning. Bank will not provide any assistance in the form of men/material during the currency of the guarantee and service contract. The tenderers will have to make their own arrangements for deputing a helper to skilled personal including all necessary tools for rectification of the defects reported/observed. This being an emergency system, any fault in the system shall be rectified as early as possible. The half yearly payment of AMC amount will be paid in the beginning/start of contract and necessary statutory deductions will be made from the raised bill. The above payment against all inclusive upkeep & maintenance contract shall be made half yearly on submission of the bill towards the same after completion of satisfactory service and on confirmation of the committed production of power with required tests and reports.

A.3 Scope of Work of RFTP at Office Premises, Sector 34 A, Chandigarh

3.1 30 KWp Roof Top Solar System

Designing, installing, testing and commissioning of 30KWp Roof top Solar Power System includes following:

- Designing of details of Solar power plant, placement of equipment and cable layout etc. along with all accessories/ components
- Design and Delivery of SPV equipment materials for the captioned work to NABARD's site at NABARD, Haryana Regional Office building, including packing, handling, transporting, clearing, loading/unloading at site..
- Erection, testing & commissioning of Solar Power System as per technical specifications, obtaining operating approval from Electrical inspectorate / Power distribution/CREST/Electricity Department company etc. and handing over the System to NABARD for use.
- Providing all inclusive service including all spares, etc. during warranty period of solar
power plant and subsequent operational and Maintenance service Contract for the committed period of 5 years from the date of handing over of the installation to the NABARD ( one year free maintenance period and 04 year AMC )

- All engineering, equipment, labour, and permits required for satisfactorily completion of System installation work as per Specification. The work of concrete pedestal, supporting frame, cabling, inverter, sub-meter etc. is to be included.
- Any other ancillary work, related to but not mentioned above, required for satisfactorily completion of the job.
- Obtaining all statutory permissions / licence from appropriate authority for connection to the grid and incorporating the same in their record.

3.2 The tenderer should indicate in his tender the complete description of the working of the system/sub systems for which the tender is submitted with all relevant brochures/literature etc. in addition to those called for in the Technical Specifications:

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

3.4 Tenderer shall supply all tools, plants, labour and consumables etc. as required for installation, testing and commissioning of the system.

3.5 The tenderer shall state clearly in his tender the standard tools, spare parts which he will supply free of cost when installing the system and handover the same to NABARD after completion of the work.

3.6 The tenders (Part I) shall be accompanied by the leaflets/literatures and full specifications of the equipments offered and the “Makes” of all the major components and accessories.

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

3.8 The successful tenderer on completion of the work shall furnish three sets of schematic diagram, physical layout drawings and maintenance manuals and a detailed list of all the components.

3.9 Delivery & Dispatch : The equipments shall be properly and securely packed for multiple handling and transportation by sea/ air / rail / road etc.. All equipment/components shall be delivered on Duty Delivery Paid (DDP) basis at NABARD, Haryana RO, Sector-34 A, Chandigarh.

3.10 Taxes & Insurance etc. - The prices quoted for supply of equipment shall be deemed to have included all taxes, custom duty, excise duty, octroi, local levies, GST ) or any other taxes/duties imposed by /State Government/ Local Bodies/ Central Government, charges for labour, transport, insurance charges for transit, shipment, packing, freight from the factory to the destination site, handling, clearing, installation, and commissioning charges, labour cess, insurance charges for storage, erection, testing and commissioning, CAR policy (1.25 times the Contract Value), workmen compensation and third party liability etc. to commence from the 02 days after the date of Work Order from
NABARD till the Solar power plant is finally handed over to NABARD. If the tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by NABARD afterwards. As per laws, income tax and works contract tax, GST TDS, TDS etc. will be deducted at source and a certificate for the same will be issued to the contractor. The Bank will not issue C/D forms or any kind of form for obtaining concessions, input credit etc. in taxes/duties etc.

3.11 The tendered rates shall be firm and shall not be subject to any variations, on account of fluctuations in the market rate or any other source.

3.12 Terms of Payment

The payment for the works to be executed under this contract shall be made as follows subject statute deductions. No variation in the mode of payment will be acceptable.

1) 60% of the quoted rates after receipt of the material at site and on submission of the following documents:
   (a) Manufacturer’s Inspection and Test Certificates
   (b) Contractor’s Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank.
   (c) Policies of insurance covering all the risks during transit, storage, installation, commissioning ,testing and handing over including third party liabilities and fire as mentioned in tender document Part I.

2) Balance 25% of the quoted rates against erection and testing, commissioning and handing over subject to receiving clearance and certificates from Competent State Licensing / inspecting authority or any other competent authority/ statutory bodies.

3) Balance 15% of the quoted rates after commissioning and handing over of the entire system and submission of of a Bank guarantee in a form acceptable to the bank towards security Deposit for the defect liability period of 1 year from the date of handing over.

No payment will be made without valid insurance policies.

3.13 Other Issues

3.13.1 The Contractor shall carry out all the work strictly in accordance with drawing, details and instructions of NABARD’s officers. If in the opinion of NABARD’s Officers, nominal changes have to be made to suit the site condition and with the prior approval in writing of NABARD, they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge.

3.13.2 The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto. NABARD’s decision in such cases shall be final and shall not be open to arbitration.

3.13.3 A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of NABARD. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totalled in order to show the aggregate value of the entire tender.

3.13.4 The rates quoted in the tender shall include all charges for scaffoldings, watching and lighting by night as well as day including Saturdays/Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require
or when ordered so to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of NABARD.

3.13.5 Guarding and protecting of solar power plant equipment shall be responsibility of the tenderer from the date of commencement of work at site.

3.13.6 The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. NABARD does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

3.13.7 The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by NABARD.

3.13.8 The successful tenderer must co-operate with the other contractors appointed by NABARD so that the work shall proceed smoothly and it is possible delay. He should make his own arrangement for storage and protection of all materials supplied by him.

3.13.9 The work has to be carried out in an occupied office and, therefore, may have to be carried out during restricted hours beyond office hours / Saturdays/ Sundays / NABARD’s holidays etc. so that normal working of office does not get affected.

3.13.10 The contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications made by NABARD and also in compliance of the requirement of the local public authorities and to the requirements of the Electrical Inspectorate and any other Acts/ Rules/ Regulations and no deviation on any account will be permitted.

3.13.11 The successful tenderer shall liaison for obtaining license for the solar power plant, if any, along with all the documents on behalf of NABARD and pay necessary inspection fee levied by the Government and/or any other authorities and obtain necessary approval as required and also conduct such tests as are called for by the regulation of the authorities without any extra cost to NABARD. Follow up with the authorities has to be carried out by the tenderer. The inspection / statutory fee will be reimbursed by NABARD to agency against the receipts.

3.13.12 Contract Agreement: The Contract shall come into full force and effect on the date of issue of the Work Order. The costs of stamp duties and similar charges (if any) imposed by law in connection with the Contract Agreement shall be borne by the Contractor.

3.13.13 Confidentiality: The Contractor shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Contractor shall indemnify NABARD for any loss suffered by them as a result of disclosure of any confidential information. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the previous agreement of NABARD.

3.13.14 Time Period for completion – The period for completion of the work is 1.5 months from date of work order.
B -TERMS & CONDITIONS

B.1 - General Instructions/Conditions to the tenderer/bidder / Agency

1. Intending applicants are required to be empaneled agency in the NABARD, Haryana RO, Chandigarh. 2. Each page of the application shall be stamped and signed by authorized signatory of the firm/agency/contractor as a token of acceptance or of self-certification. The authorized person shall have necessary authorization / power of attorney to do so.

3. If the space in the application form is insufficient for furnishing full details, such information may be supplemented on a separate sheet of paper stated therein the part of the proforma and serial number of relevant row. Separate sheet shall be used for each part.

4. NABARD reserves the right to verify any or all the documents furnished by the Tenderers/applicant/agency/firm with any authorities. NABARD also reserves the right to cancel any or all the applications without assigning any reason thereof.

5. Clarifications regarding applying for tender , if any required, may be obtained from Deputy General Manager, NABARD, Haryana RO, Chandigarh by sending email to dsp.haryana@nabard.org till 11:00 AM of 04th February, 2022.

6. No mobilization advance will be given by NABARD, so necessary financial resources will be mobilized by agency/contractors.

7. Rates for the Item Rate Tender shall be quoted as per the stipulated technical specifications and in accordance with terms & conditions of tender and visiting the sites. Quoted rates shall be inclusive of all applicable taxes, latest minimum wages and other charges for providing necessary tools & tackles , petty items mentioned in scope of work, pressure pump, mini welding machine etc. The contractor will arrange the welding machine, pressure pump, motor etc. within AMC charges, whenever required. Contractor shall ensure the desired quality in the work.

14. Interest free initial EMD (Earnest Money Deposit) amount of Rs. 34,000/- shall be deposited in NABARD A/c before the last date of submission of tender. EMD amount of unsuccessful bidders will be refunded. The EMD of successful bidder will be adjusted towards 5% interest free RMD amount which will be deducted from each bill. The RMD amount will be refunded after completion of defect liability period.

15. Validity of submitted tender will of 03 months from the date of opening of price bid. The work will be awarded on the basis of Least Cost System (LCS) on total quoted amount. The pre-bid meeting clarification will be part of tender.

16. All the disputes will be settled amicably or through arbitration as per Arbitration and Conciliation Act with amendments upto 2019.

17. Successful bidder has to give Indemnity Bond to NABARD and Contractors All Risk (CAR) policy in joint name of NABARD which will be 1.25 times of quoted tender amount for capital cost of the Solar Power System.
B.2 - Special Terms and Conditions

1. In the event of the bidder / tenderer quoting “NIL” charges in Price Bid for comprehensive AMC contractor profit & overhead charges, the bid shall be treated as unresponsive and will not be considered. The Bank does not bind itself to accept such abnormally quoted bid.

2. The rates quoted by the tenderer/bidder should be able to demonstrate the capability of the tenderer/bidder to deliver the contract at the offered price. Abnormally low bids/rates will be subject to analysis by the Bank. If required, the Bank may call written clarification from the bidder, including detailed price analysis of the bid price in relation to scope, schedule, allocation of risks and responsibilities and any other requirements of the bid document and tenderer/bidder shall have to furnish Rate Analysis for the scrutiny of rates by the Bank within a stipulated time. The Bank reserves the right to reject the bid if bid is found to be abnormally low to deliver or perform the contract terms & conditions. The appointed contractor is required to execute the work as per the proforma/specifications of MNRE and approved make/brands.

3. Contractor shall follow the prescribed formats/procedures for official documentation like registers, etc. as stipulated/required.

4. Rates are to be quoted inclusive of all prevailing taxes, levies like GST, etc. and as per scope of Tender, BOQ and after visiting the site.

5. I have understood the clarifications given during the pre-bid meeting and all are acceptable to me. NABARD reserves the right to revise the tender after pre-bid clarification.

6. Bidder may specify particulars of the other statutory payments, if any. If the Bidder doesn’t quote for the other statutory payments. Then responsibility of such payments will be borne by the bidder himself and NABARD will not be responsible for the same and will not entertain any claims thereon in this regard.

7. The quoted comprehensive AMC amount will remain same for the four year period without any increase at the time of renewal.

8. The contractor has to quote for all the items of BOQ in Price Bid. Incomplete BOQ will not be considered. No conditional bid/offer will be accepted.

9. The rates have to be quoted by including GST even if the contractor is not registered with GSTN. The

10. The contractor has to give satisfactory services for all works AMC and bank reserves the right to remove/ delete any particular work from the awarded AMC.

11. The contractor has to submit monthly/ quarterly bill, as the case may be. Statutory & applicable deductions will be done in the bill payments as per the applicable penalty clauses in the tender document.

12. The contractor will comply all the Labour Law requirements and maintain the muster roll, wage register and license (if applicable) etc. and produce the same in the NABARD Office. If required.
The contractor shall submit the necessary information/data to the concerned statutory authorities and bank officials in the desired format for verification/checking or signing in these documents. All the payment to the workmen/labour shall be made by the contractor and it is his responsibility.

13. The quantities of material (mentioned in price bid) are tentative and subject to variation.

14. The cost of the stamp papers will be borne by the successful bidder/tenderer. The original documents will be kept by NABARD.

**Declaration by the Contractor**

We / I have read and understood the Scope of Work, general & special terms and conditions for the Tender for Design, Supply, Installation, Testing and Commissioning of 30 KWp Grid Interactive SPV Based Roof Top Solar Power System (RTSP) for NABARD Hayana Office, Sector 34 A, Chandigarh

We / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Further, we / I also declare that no prohibitive things/banned chemicals will be used, which are harmful to human life.

Signature:

Place:

Date:

Name and Seal:
Section C
Safety Code

1. As part of the contract, the contractor must satisfy the under-mentioned safety requirements and must ensure at all time that these are followed without any deviation.
2. The Contractor shall maintain in a readily accessible place **first-aid** appliances including adequate supply of sterilized dressings and cotton wool. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
3. Smoking and chewing pan/tobacco/gutkha, consuming alcohol any other drugs etc by persons deployed by Contractor are strictly prohibited in the building premises.
4. The Contractor shall ensure that the persons deployed for the work are well conversant with the operation of fire extinguishers. In case of fire emergency, it should be ensured by the contractor that the staff deployed by him/her should be able to handle and use fire extinguisher. Any expense occurred towards such training on fire-fighting, will not be paid by NABARD.
5. The Contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding the safety during working of his staff in the premises/site. The contractor has to ensure that the persons deployed at the site should wear proper uniform and carry ID cards within NABARD premises.
6. It is entirely the responsibility of the contractor to follow the safety procedures depending upon the nature of works and the Contractor is free to approach NABARD for any suggestion in this regard. However, if there is any lapse in following the safety procedures, the same will be viewed seriously.
7. A penalty of Rs. 100/- (Rupees One Hundred only) shall be levied for violation of safety norms. A penalty of Rs. 200/- (Rupees Two Hundred only) shall be levied if violation is repeated.
8. Penal action will also be taken if the Contractor’s workmen do not wear proper uniforms/dress and photo identity cards issued by the Contractor and thus pose a security risk to the safety of the Bank’s establishments, its officers and the families of its officers residing in flats.
9. The decision of the Bank in all cases attracting penalties shall be final and binding on the contractor.
10. An adequate insurance cover shall be arranged by the Contractor for all employees/workmen against accident & the Bank shall not be responsible for any liability arising out of any accident / injury caused to the employees/workmen while performing the work and Bank should be kept indemnified from any such eventualities. In case of fire emergency, it should be ensured by the contractor that the staff deployed by him/her should be able to handle and use fire extinguisher.

Declaration by the Contractor:

We / I have read and understood the Safety code for the said contract and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.

Signature:

Place:

Date : Seal
MINIMUM TECHNICAL SPECIFICATIONS OF SPV POWER PLANT

Definition:

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

Solar PV modules consisting of required number of Crystalline PV cells. Grid interactive Power Conditioning Unit with Remote Monitoring System. Mounting structures (1.08 mm or more thick HDPGI with Galvanisation of 150 microns or more). Concrete Pedestal made of M20 grade concrete.

Junction Boxes.

Earthing and lightning protections.

IR/UV protected PVC Cables (1500 Vand standard make), pipes (BIS mark) and accessories.

The bottom of the Panel shall be above 1.0 m above from roof surface and inclination as per location of Chandigarh.

Note – NABARD has existing Net meter/Bi axial meter in the office. The inclusion of this 30kWp & existing 10 kWp have to be get added in the records of electricity department with in tender cost.

1 SPV MODULES

1.1 Type and Quality

The total Solar PV array capacity shall be as specified in price schedule and shall be assembled with minimum 325 Wp (with minimum of 24V) Mono/Poly Crystalline MNRE approved Tier 1/Class A solar modules with 60/72 cells with minimum 15% Module Efficiency. The modules should be tested and certified by a Govt. of India authorized test centres or should conform to relevant IEC standard as per MNRE guidelines. Offered module shall have a power output warranty of 90% of the rated power for 10 years. The rated output power and Efficiency of each supplied & installed module shall not be less than the specified power rating and Efficiency of the modules, in any case. Every module should have suitable by-pass diode at its terminal box. The SPV Modules must be installed in such a way so as to deliver proper voltage and current to ensure desired power output as per specifications of CREDA for the size of SPVPP ordered.

1.2 The modules used shall have followings specifications:

Type: Mono/Poly crystalline as per MNRE approved Solar Modules Specification and standard: Confirming to MNRE guidelines of 2014-15 or latest under JNNSM.

1.3 The PV modules should be made in India. The PV modules used must qualify to the latest edition of IEC PV module qualification test or equivalent BIS standards Crystalline Silicon Solar Cell Modules IEC 61215/IS14286. In addition, the modules must conform to IEC 61730 Part-1 – requirements for construction & Part 2 – requirements for testing, for safety qualification or equivalent IS.
1.4 Each PV module used in solar power project must have a RF identification tag (RFID), which must contain the following information. The RFID can be inside or outside the module laminate, but must be able to withstand harsh environmental conditions.

(a) Name of the manufacturer of PV Module (should be made in India)
(b) Name of the Manufacturer of Solarcells
(c) Month and year of the manufacture (separately for solar cells and module)
(d) Country of origin (separately for solar cells and module)
(e) I-V curve for the module
(f) Peak Wattage, Im, Vm and FF for the module
(g) Unique Serial No and Model No of the module
(h) Date and year of obtaining IEC PV module qualification certificate
(i) Name of the test lab issuing IEC certificate
(j) Other relevant information on traceability of solar cells and module as per ISO9000 series.

(k) In addition, the modules must conform to IEC 61730 Part 1 - requirements for construction & Part 2 - requirements for testing, for safety qualification or Equivalent IS (UnderDev.)
(l) PV modules to be used in a highly corrosive atmosphere (coastal areas etc.) must qualify Salt Mist Corrosion Testing as per IEC 61701 / IS 61701.

(m) IDENTIFICATION AND TRACEABILITY -
Each PV module must use a RF identification tag (RFID), which must contain the following information:

(i) Name of the manufacturer of PV Modules (should be made in India).
(ii) Name of the Manufacturer of Solar cells.
(iii) Month and year of the manufacture (separately for solar cells and module).
(iv) Country of origin (separately for solar cells and module).
(v) I-V curve for the module.
(vi) Peak Wattage, Im, Vm and FF for the module.
(vii) Unique Serial No and Model No of the module.
(viii) Date and year of obtaining IEC PV module qualification certificate.
(ix) Name of the test lab issuing IEC certificate.
(x) Other relevant information on traceability of solar cells and module should be as per ISO 9000 series. The RFID must be inside of module lamination. The module laminate, but must be able to withstand harsh environmental conditions.

(n) Inter connections of solar modules should be through good quality male female joint. Name of manufacturer, S. No. of Module & manufacturing year should be clearly fixed inside the glass lamination of every module. Thermal sticker should be affixed behind every module which should clearly state the specifications & capacity of the module.

(o) Every module should have PID Test report as per the prevailing norms of MNRE.

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

<table>
<thead>
<tr>
<th>Switching devices</th>
<th>IGBT/MOSFET</th>
</tr>
</thead>
<tbody>
<tr>
<td>Control</td>
<td>Microprocessor /DSP</td>
</tr>
<tr>
<td>Nominal AC output voltage and frequency</td>
<td>415V, 3 Phase, 50Hz</td>
</tr>
</tbody>
</table>

(In case single phase inverters are...
Offered, suitable arrangement for balancing the phases must be made.

<table>
<thead>
<tr>
<th>Output frequency</th>
<th>50 Hz</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grid Frequency Synchronization range</td>
<td>+ 3 Hz or more</td>
</tr>
<tr>
<td>Ambient temperature considered</td>
<td>-200 C to 500 C</td>
</tr>
<tr>
<td>Humidity</td>
<td>95% Non-condensing</td>
</tr>
<tr>
<td>Protection of Enclosure</td>
<td>IP-20 (Minimum) for indoor.</td>
</tr>
<tr>
<td></td>
<td>IP-65 (Minimum) for outdoor.</td>
</tr>
<tr>
<td>Grid Frequency Tolerance range</td>
<td>+ 3 or more</td>
</tr>
<tr>
<td>Grid Voltage tolerance</td>
<td>-0.20.15</td>
</tr>
<tr>
<td>No-load losses</td>
<td>Less than 1% of rated power</td>
</tr>
<tr>
<td>Inverter efficiency (minimum)</td>
<td>&gt;93% (In case of 10 kW or above with in-built galvanic isolation)</td>
</tr>
<tr>
<td></td>
<td>&gt;97% (In case of 10 KW or above without in-built galvanic isolation)</td>
</tr>
<tr>
<td>Inverter efficiency (minimum)</td>
<td>&gt; 90% (In case of less than 10 kW)</td>
</tr>
<tr>
<td>THD</td>
<td>&lt; 3%</td>
</tr>
<tr>
<td>PF</td>
<td>&gt; 0.9</td>
</tr>
</tbody>
</table>

a) Three phase PCU/ inverter **BIS approved** shall be used with each power plant system (10kW and/or above) but in case of less than 10kW single phase inverter can be used.

b) PCU/inverter shall be capable of complete automatic operation including wake-up, synchronization & shutdown.

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

d) Built-in meter and data logger to monitor plant performance through external

e) Computer shall be provided.
The junction boxes shall be provided with an isolation transformer. If isolation transformer is not incorporated with the PCU/Inverter, there shall be a separate isolation transformer for each PCU/PCU units for capacity more than 100 kW.

The PCU/Inverter shall be designed for anti-islanding in accordance to IEEE 1547/UL 1741/IEC 62116 or equivalent BIS standard.

f) In PCU/Inverter, there shall be a direct current isolation provided at the output by means of a suitable isolating transformer. If Isolation Transformer is not incorporated with PCU/Inverter, there shall be a separate Isolation Transformer of suitable rating provided at the output side of PCU/PCU units for anti-islanding protection against Islanding of grid.

g) The PCU/Inverter generated harmonics, flicker, DC injection limits, Voltage Range, Frequency Range and Anti-Islanding measures at the point of connection to the Utility services shall follow the latest CEA (Technical Standards for Connectivity Distribution Generation Resources) Guidelines.

h) The power conditioning units / inverters should comply with applicable IEC/ equivalent BIS standard for efficiency measurements and environmental tests as per Standard codes IEC 61683/IS 61683 and IEC 60068-2(1,2,14,30)/Equivalent BIS Standard.

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

j) The PCU/inverters should be tested from the MNRE approved test centres/NABL/ BIS/IEC accredited testing calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses.

3 Mechanical Components: MODULE MOUNTING STRUCTURE (MMS):

MMS should be installed along with the hot dipped galvanized (minimum 80 microns) array support structure for mounting of SPV modules at site. The panel frame structure should be capable of withstanding a minimum wind load of 150 Kmph. Normally each module should be with four legs grouted on pedestals of concrete or metal pipe for anti-theft proofing.

Its size should be with reference to the specifications of the selected make SPV module. Preferably Anti Theft Nut Bolts of SS (with washers) should also be used for better theft proofing.

4 Foundation:

The PCU foundation shall have to be designed on the basis of the weight of the structure with module and maximum wind speed of the site, i.e. 150 Kmph/hour. Normally each module shall have four legs grouted on pedestals of proper size.

5 Junction Boxes for Cables from Solar Array:

The junction boxes shall be made up of Poly Carbonate/PP/ABS (with prior approval of CREDA) with dust, water and vermin proof. It should have proper locking arrangements.

Junction/Combiner Box (SJB/AJB/DCCB) (whichever is required): All the arrays of the modules shall be connected to direct current combiner box (DCCB). DCCB shall have terminals of bus-bar arrangement of appropriate size. DCCB shall have suitable cable entry with suitable glanding arrangement for both input and output cables. Suitable markings on the bus bars shall have to be provided to identify the bus bars etc. Suitable ferrules shall also have to be provided to identify interconnections. Every AJB should have suitable arrangement Reverse Blocking diode of suitable rating. Suitable SPD, suitable Isolation switches to isolate the DC input from each array individually to inverter, has to be installed in DCCB for protection purpose. Thus DCCB should have DC isolator for disconnecting the arrays from inverter input, DCCB should have provision of isolating each string separately. If in any case diodes, HRC Fuses, SPDs and isolators are installed in the string inverters, then also there is need to install these in DCCB. If some of these safety gadgets are not installed in String Inverter it should be installed in DCCB. Cable interconnection arrangement shall be with conduit pipe on saddles installed properly as per CREDA’s approvals. Able connection should be done in such a manner that fault
sure the data like current, voltage etc. AJB, if required, should also be marked as A1, A2, & so on. Wherever conduits are laid on wall/roof or ground, then it should be suitably laid in cable tray or appropriate civil structure which should be at least four inches above roof/ground level.

6 PROTECTION & SAFETY:

Both AC & DC lines should have suitable MCB/MCCB, Contractors, SPD, HRC Fuse etc to allow safe start up and shut down before & after string inverter installed in the system. String inverters should have protections for overload, surge current, high Temperature, over/ under voltage and over/ under frequency & reverse polarity. The complete operation process & safety instructions should printed On the sticker & suitably passed on the near inverters.

Inverter should have safety measures to protect inverter from reverse short circuit current due to lightening or line faults of distribution network. Inverter shall be placed in the given enclosure room.
PCU/ARRAY SIZE RATIO:
The combined output wattage of all inverters should not be less than rated capacity of power plant under STC in KW.

- Maximum power point tracker shall be integrated in the PCU/inverter to maximize energy drawn from the array.

7 LIGHTNING AND OVER VOLTAGE PROTECTION:
The SPV Power Plant should be provided with lightening and over voltage protection. The principal aim in this protection is to reduce the over voltage to a tolerable value before it reaches the PV or other sub-systems components. The source of over voltage can be lightening or any other atmospheric disturbance. The Lighting Arrester (LA) is to be made of 1¼” diameter (minimum) and 12 feet (minimum) long GI spike on the basis of the necessary meteorological data of the location of the projects. Necessary foundation for holding the LA is to be arranged keeping in view the wind speed of the site and flexibility in maintenance in future. Each LA should have dedicatedly earthed through suitable size earth bus with earth pits. The earthing pit shall have to be made as per IS 3043. LA shall be installed to protect the array field, all machines and control panels installed in the control rooms. Number of LA shall vary with the capacity of SPV Power Plant & location. Number of LA should be in such a manner that total layout of solar modules should the effective coverage of LA’s.

8 EARTHING PROTECTION:
Each array structure of the PV yard shall be grounded properly. In each array every module should be connected to each other with copper wires, lug teethed washers addition the lightening arrester/masts shall also be provided inside the array field. Provision shall be kept for shorting and grounding of the PV array at the time of maintenance work. All metal casing/shielding of the plant should be thoroughly grounded in accordance with Indian Electricity Act/IE rules as amended up to date. The earthing pit shall be made as per IS: 3043. All the array structures, equipments, inverters & control systems shall be compulsorily connected to the earth. Number of earthing shall vary with the capacity of SPV Power Plant & soil resistivity of location. Copper strips should be used for connecting earthing instead of G.I. wires. LA should be installed to protect the array field & machines installed in the control rooms. The LA installations should have to be approved from CREDA prior to installation.

9 AC COMBINER BOX (ACCB):
This shall consist of box of AC combiner cum grid interphase panel of good quality PC/PP/ABS or suitable powder coated metal casing. One Electronic Energy Meter (0.5S Class) as per CSERC regulation to record generations details (should have facility of storing one year generation data), ISI make, Three Phase duly tested by CSPDCL (Meter testing Division) with appropriate CT, of good quality shall have to be installed in ACCB suitable placed (in such a manner that if required it can be sealed by CSPDCL) to measure the consumption of power daily generated from SPV Power Plant, as per CSERC Rooftop Notification. Proper rating MCCB & HRC fuse and AC SPDs should be installed to protect feeders from the short circuit current and surges as per the requirement of the site & instructions of CREDA. Separate rotary AC Isolator Switch of suitable rating, for Grid Connectivity/Disconnection, should have to be installed outside each ACCB with locking arrangements.

ACCB should be designed in such a way that Solar Generation meter and CTs of it, can be sealed by CSPDCL authority.

10 DANGER BOARDS:
Danger boards should be provided as and where necessary as per IE Act/IE Rules as amended up to date, as per the instructions of CREDA & affixed at various appropriate locations.
CABLES/WIRE:

All cables should be of copper as per IS and should be grade as per requirement. All connections should be properly made through suitable lug/terminal crimped with use of suitable proper cable glands. The size of cables/wires should be designed considering the line loses, maximum load on line, keeping voltage drop within permissible limit and other related factors. The cable/wire should be of ISI/ISO mark for overhead distribution, with prior approval of CREDA. For normal configuration the minimum suggested sizes of cables are:

Module to module/SJB/AJB - 4 sq mm (single core)
AJBs to MJBs/DCDB -10/16 sq mm (two core), with respect to current ratings of designing
MJBs to DCCB - minimum 25 sq mm (single core) or as per design & rating
DCCB to Inverter - minimum 25 sq mm (single core) or as per design & rating
Inverter to ACCB - as per design & rating

The size & rating of the cables may vary depending on the design & capacity of SPV Power Plant. Bidder should compulsorily get the design & rating of the cables approved from CREDA prior to the installation.

CABLE TRAY: All the cables should be laid in appropriate cable tray as per the requirement of the site. No cable should be laid directly on ground or wall; cable tray should be laid such that there is gap of at least four inches above ground/roof/wall.
3 DISPLAY BOARD:

The bidder has to display a board at the project site mentioning the following:
- Plant Name, Capacity, Location, Type of Renewable Energy plant (solar), Date of commissioning, details of tie-up with transmission and distribution companies etc.
- The size and type of board and display shall be approved by Engineer-in-charge before site inspection.

4 Manual Disconnection Switch: It should be provided to isolate the system from Grid which should be outside of ACCB.

5 INTEGRATION OF PV POWER WITH GRID:
The output power from SPV would be fed to the inverters which converts DC produced by SPV array to AC and feeds it into the main electricity grid after synchronization. In case of grid failure, or low or high voltage, solar PV system shall be disconnected from the grid. Once the DG set comes into service PV system should again be synchronized with DG supply and load requirement would be met to the extent of availability of power. 4 pole isolation of inverter output with respect to the grid/ DG power connection need to be provided. A bidirectional energy meter, as per CSERC notification should also be installed in the campus/building of beneficiary, if required.

6 DATA ACQUISITION SYSTEM / PLANT MONITORING

i. Data Acquisition System shall be provided for each of the solar PV plant.

ii. Data Logging Provision for plant control and monitoring, time and date stamped system data logs for analysis with the high quality, suitable PC. Metering and Instrumentation for display of systems parameters and status indication to be provided.

iii. The following parameters are accessible via the operating interface display in real time separately for solar powerplant:

a. AC Voltage.
b. AC Output current.
c. Output Power
d. Power factor.
e. DC Input Voltage.
f. DC Input Current.
g. Time Active.
h. Time disabled.
i. Time Idle.
j. Power produced

k. Protective function limits (Viz-AC Over voltage, AC Under voltage, Over frequency, Under frequency ground fault, PV starting voltage, PV stopping voltage.

l. The online monitoring should be done through inverter provider web portal only. No third party software shall be allowed.

m. Communication requirement:-

As per CSERC regulation.

vi. All major parameters available on the digital bus and logging facility for energy auditing through the internal microprocessor and read on the digital front panel at any time) and logging facility (the current values, previous values for up to a month and the Average values) should be made available for energy auditing through the internal microprocessor and should be read on the digital front panel.
Solar Meter: Energy Meters to log the actual value of Energy generated by the PV system be provided. Energy meter if required with CT/PT should be of 0.5 accuracy class. It should have one year recording facility.

Computerized DC Array monitoring and AC output monitoring shall be provided as part of the inverter and/or string/array combiner box or separately.

Computerized AC energy monitoring shall be in addition to the solar meter.

The data shall be recorded in a common work sheet chronologically date wise. The data file shall be MS Excel compatible. The data shall be represented in both tabular and graphical form.

All instantaneous data shall be shown on the computer screen.

Software shall be provided for USB download and analysis of DC and AC parametric data for individual plant.

Provision for Internet monitoring and download of data shall be also incorporated.

Remote Server and Software for centralized Internet monitoring system shall also be provided for download and analysis of cumulative data of all the plants. The data of the solar radiation and temperature monitoring system should also be available on Remote Monitoring server.

Simultaneous monitoring of DC and AC electrical voltage, current, power, energy and other data of the plant for correlation with solar and environment data shall be provided.

Remote Monitoring and data acquisition through Remote Monitoring System software at the owner location with latest software/hardware configuration and service connectivity for online/real time data monitoring/control complete to be supplied and operation and maintenance/control to be ensured by the supplier. Provision for interfacing these data on web server and portal in future shall be kept.

POWER CONSUMPTION:

Regarding the generated power consumption, priority need to give for internal consumption first and thereafter any excess power can be exported to grid. Decisions of appropriate authority like CSPDCL, CEI & CSERC shall have to be followed.

GRID ISLANDING:

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

A manual disconnect 4 pole isolation switch beside automatic disconnection to grid would have to be provided at utility end to isolate the grid connection by the utility personnel to carry out any maintenance. This switch shall be locked by the utility personnel.
Quality certification, Standards and Testing for Grid-connected Rooftop Solar PV Systems/Power Plants

Quality certification and standards for grid-connected rooftop solar PV systems are essential for the successful mass-scale implementation of this technology. It is also imperative to put in place an efficient and rigorous monitoring mechanism, adherence to these standards. Hence, all components of grid-connected rooftop solar PV system/plant must conform to the relevant standards and certifications given below:

<table>
<thead>
<tr>
<th>Solar PV Modules/Panels</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>IEC 61215/ IS14286</strong></td>
</tr>
<tr>
<td><strong>IEC 61701</strong></td>
</tr>
<tr>
<td><strong>IEC 61853- Part 1/ IS 16170: Part 1</strong></td>
</tr>
</tbody>
</table>
| **IEC 62716**           | Photovoltaic (PV) Modules – Ammonia (NH3) Corrosion Testing  
(As per the site condition like dairies, toilets) |
| **IEC 61730-1,2**       | Photovoltaic (PV) Module Safety Qualification – Part 1: Requirements for Construction, Part 2: Requirements for Testing |
| **IEC 62804**           | Photovoltaic (PV) modules - Test methods for the detection of potential-induced degradation. IEC TS 62804-1: Part 1: Crystalline silicon  
(mandatory for applications where the system voltage is > 600 VDC and advisory for installations where the system voltage is < 600 VDC) |
| **IEC 62759-1**         | Photovoltaic (PV) modules – Transportation testing, Part 1: Transportation and shipping of module package units |

<table>
<thead>
<tr>
<th>Solar PV Inverters</th>
</tr>
</thead>
</table>
| **IEC 62109-1, IEC 62109-2** | Safety of power converters for use in photovoltaic power systems –  
Part 1: General requirements, and Safety of power converters |
<table>
<thead>
<tr>
<th>Standard</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>IEC/IS 61683 (as applicable)</td>
<td>Photovoltaic Systems – Power conditioners: Procedure for Measuring Efficiency (10%, 25%, 50%, 75% &amp; 90-100% Loading Conditions)</td>
</tr>
<tr>
<td>BS EN 50530 (as applicable)</td>
<td>Overall efficiency of grid-connected photovoltaic inverters: This European Standard provides a procedure for the measurement of the accuracy of the maximum power point tracking (MPPT) of inverters, which are used in grid-connected photovoltaic systems. In that case the inverter energizes a low voltage grid of stable AC voltage and constant frequency. Both the static and dynamic MPPT efficiency is considered.</td>
</tr>
<tr>
<td>IEC 62116/ UL 1741/ IEEE 1547 (as applicable)</td>
<td>Utility-interconnected Photovoltaic Inverters - Test Procedure of Islanding Prevention Measures</td>
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<tr>
<td>IEC 60255-27</td>
<td>Measuring relays and protection equipment – Part 27: Product safety requirements</td>
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| IEC 60068-2 (1, 2, 14, 27, 30 & 64) | Environmental Testing of PV System – Power Conditioners and Inverters  
  a) IEC 60068-2-1: Environmental testing - Part 2-1: Tests - Test A: Cold  
  b) IEC 60068-2-2: Environmental testing - Part 2-2: Tests - Test B: Dry heat  
  c) IEC 60068-2-14: Environmental testing - Part 2-14: Tests - Test N: Change of temperature  
  e) IEC 60068-2-30: Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)  
  f) IEC 60068-2-64: Environmental testing - Part 2-64: Tests - Test Ph: Vibration, broadband random and guidance |
<p>| IEC 61000 – 2,3,5 (as applicable) | Electromagnetic Interference (EMI) and Electromagnetic Compatibility (EMC) testing of PV Inverters |</p>
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<tr>
<th><strong>Fuses</strong></th>
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| **IS/IEC 60947 (Part 1, 2 & 3), EN 50521** | General safety requirements for connectors, switches, circuit breakers (AC/DC):  
  a) Low-voltage Switchgear and Control-gear, Part 1: General rules  
  b) Low-Voltage Switchgear and Control-gear, Part 2: Circuit Breakers  
  c) Low-voltage switchgear and Control-gear, Part 3: Switches, disconnectors, switch-disconnectors and fuse-combination units  
  d) EN 50521: Connectors for photovoltaic systems – Safety requirements and tests |
| **IEC 60269-6** | Low-voltage fuses - Part 6: Supplementary requirements for fuse-links for the protection of solar photovoltaic energy systems |

<table>
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<tr>
<th><strong>Surge Arrestors</strong></th>
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<tr>
<td><strong>IEC 62305-4</strong></td>
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<tr>
<td><strong>IEC 60364-5-53/IS 15086-5 (SPD)</strong></td>
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<tr>
<td><strong>IEC 61643-11:2011</strong></td>
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<tr>
<th><strong>Cables</strong></th>
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<tr>
<td><strong>IEC 60227/IS 694, IEC 60502/IS 1554 (Part 1 &amp; 2)/IEC69947</strong></td>
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<td><strong>BS EN 50618</strong></td>
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<p>| <strong>Earthing/Lightning</strong> |</p>
<table>
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<tr>
<th>IEC 62561 Series (Chemical earthing)</th>
<th>IEC 62561-1</th>
<th>Lightning protection system components (LPSC) - Part 1: Requirements for connection components</th>
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</thead>
<tbody>
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<td>IEC 62561-2</td>
<td>Lightning protection system components (LPSC) - Part 2: Requirements for conductors and earth electrodes</td>
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<td></td>
<td>IEC 62561-7</td>
<td>Lightning protection system components (LPSC) - Part 7: Requirements for earthing enhancing compounds</td>
</tr>
</tbody>
</table>

**Junction Boxes**

| IEC 60529 | Junction boxes and solar panel terminal boxes shall be of the thermo-plastic type with IP 65 protection for outdoor use, and IP 54 protection for indoor use |

**Energy Meter**

| IS 16444 or as specified by the DISCOMs | A.C. Static direct connected watt-hour Smart Meter Class 1 and 2 — Specification (with Import & Export/Net energy measurements) |

**Solar PV Roof Mounting Structure**

| IS 2062/IS 4759 | Material for the structure mounting |

**Note:** Equivalent standards may be used for different system components of the plants. In case of clarification following person/agencies may be contacted.

- Ministry of New and Renewable Energy (Govt. of India)
- National Institute of Solar Energy
- The Energy & Resources Institute
- TUV Rheinland
- UL

**Declaration by the Contractor:**

We / I have read and understood the Technical specifications for the said contract and we / I have taken into account the above while quoting the rates. We / I accept all the above points without any reservation from our / my side, in all respects.
AGREEMENT FOR ANNUAL MAINTENANCE CONTRACT

THIS AGREEMENT is made at Chandigarh on this_____day of ……. 2022

BETWEEN

National Bank for Agriculture and Rural Development a body corporate established under an Act of Parliament viz. the National Bank for Agriculture and Rural Development Act, 1981 having its Haryana Regional Office, Plot- 3, Sector-34 A, Chandigarh, hereinafter referred to as NABARD (which expression shall, unless repugnant to the context of meaning thereof, means and includes its successors and assigns) of the ONE PART.

And

M/s __________________________ a firm/ society/ company registered/incorporated under the Companies Act, 1956 Act having its registered office at__________________________

hereinafter referred to as the ‘Contractor’ (which expression shall, unless repugnant to the context of meaning thereof, means and includes its successors and assigns) of the OTHER PART.

(NABARD and the Contractor are collectively hereinafter referred to as “the Parties”)

WHEREAS

The Employer is desirous of getting executed the work of “Tender for Design, Supply, Installation, Testing and Commissioning of 30 KWp Grid Interactive SPV Based Roof Top Solar Power System for NABARD Haryana RO Building, Chandigarh ” and has caused the technical and price bids showing and describing the work to be done under the direction of the Employer.

AND WHEREAS the said technical bid and the Price Bid have been signed by or on behalf of the parties hereto.

AND WHEREAS the Tenderer has agreed to execute upon and subject to the conditions set forth in the technical & Price Bids and Conditions of Contract
(all of which are collectively hereinafter referred to as “the said Conditions”) the work shown upon the said technical specifications, and included in the Price Bid at the respective rates therein set forth amounting the sum as therein arrived or such other sum as shall become payable there under (hereinafter referred to as “the said contract amount”).

NOW IT IS HEREBY AGREED AS Follows:-

1. In consideration hereinafter mentioned, the Tenderer will upon and subject to the conditions annexed, carry out and complete the works shown in the contract, described by or referred to in the Schedule of Quantities and in the said conditions.

2. The Employer shall pay the Tenderer the said contract amount or such sum as shall become payable at the times and in the manner specified in the said conditions.

3. The said Conditions and Appendix thereto and the documents attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall be respectively abide by, submit themselves to the said conditions and the correspondence and perform the agreement on their part respectively in the said conditions and the documents contained herein. This Agreement and documents mentioned herein shall form the basis of this contract.

4. This contract is an item rate contract for carrying out the work of “Tender for Design, Supply, Installation, Testing and Commissioning of 30 KWp Grid Interactive SPV Based Roof Top Solar Power System for NABARD Haryana RO Building in Chandigarh ” and to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and probable quantities or as provided in the said conditions.

5. The Tenderer shall afford every reasonable facility for the works of all the other Contractors, who are engaged by the Employer and shall make good any damage done by them or their people to any of the Employer’s property etc. after the completion of such works.

6. The Employer reserves to itself the right of altering the nature of work by adding to or omitting any items of work or having portions of the same carried out by engaging any other contractor / agency at its sole discretion without prejudice to this contract. The contractor shall not have any right to claim loss of profit / loss of opportunity to work from the Employer.
7. The tenderer shall have to submit the “no other claims certificate” along-with the final bill and once the final bill is settled by the Employer, the tenderer will not have any right to claim for either any tender related or non-related work.

8. Time shall be considered as the essence of this contract, and the Tenderer hereby agrees to complete the entire work **within 45 Days** as prescribed in the tender, which shall be reckoned from 2nd day of the date of issue of work order subject nevertheless to the provision for extension of time as permissible by the Employer.

9. **Resolution of Disputes**

   9.1 This Agreement shall be governed by and construed in accordance with the laws of India.

   9.2 Disputes or differences whatsoever, arising between NABARD and the Contractor shall be resolved amicably between NABARD’s representative and the Contractor’s representatives.

   9.3 In case of failure to resolve the dispute and differences amicably within 30 days of the receipt of notice by the other party. Then the same shall be resolved as follows:
   “Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this Agreement or the validity or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

   9.4 The Venue of the arbitration shall be at Chandigarh.

   9.5 The language of arbitration shall be English.

   9.6 Work under the Agreement shall be continued by the Contractor during the arbitration proceedings unless otherwise directed in writing by NABARD, unless the matter is such that unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the Agreement, no payment due or payable by NABARD to the Contractor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

   9.7 Any notice, for the purpose of this Agreement, has to be sent in writing to either of the parties by facsimile transmission, by registered post with acknowledgement due or by a reputed courier service. All notices shall be deemed to have been validly given on (i) the business day immediately following the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of 5 days after posting, if sent by post, or (iii) the business date of receipt, if sent by courier.

   9.8 This Agreement, its Annexures and the NIT constitute the entire Agreement between the Contractor and NABARD, and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. In the event of conflict between the provisions of this Agreement and any attached Annexure or the NIT, the
provisions of this Agreement will prevail to the extent of such conflict take precedence. In the event of conflict between the provisions of any attached Annexures and the NIT, the provisions of any attached Annexures will to the extent of such conflict take precedence. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. NIT shall be the reference document to the extent the terms and conditions are either not reiterated or not given a contrary meaning under this Agreement.

9.9 This agreement is being executed in duplicate, NABARD should keep the original and the Contractor shall keep the duplicate.

9.10 The Contractor shall bear the stamp duty on this agreement for both the original and the duplicate copies. In witness whereof the parties hereto, have caused their presence to be signed on the above by the duly authorised officials at the place and on the…… day, …..month and…… year first herein above written.

Signed, sealed and delivered by Shri ________________
For & on behalf of NABARD
In the presence of
1……………………
2……………………

Signed, sealed and delivered by Shri ________________
By Shri ________________
the duly authorized signatory for &
on behalf of the Contractor
In the presence of
1……………………
2……………………
## Annexure 2

### Details of EMD Deposited

<table>
<thead>
<tr>
<th>Name of the Firm / Agency</th>
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<tbody>
<tr>
<td>Name of the Bank</td>
<td></td>
</tr>
<tr>
<td>Amount (Rs)</td>
<td></td>
</tr>
<tr>
<td>UTR No</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
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</tbody>
</table>
Annexure 3

Letter of Authorization to Bid

(LETTER TO THE BANK ON THE COMPANY’S / FIRM’S LETTER HEAD)

Ref No: Date: __/02/2022

To

The Chief General Manager
Haryana RO, Sector 34 A, Chandigarh-160022.

Dear Sir,

Subject: Authorization Letter for attending opening of bid documents

Ref: Tender no/name…………………….

This has reference to your above tender for Design, Supply, Installation, Testing and Commissioning of 30 KWp Grid Interactive SPV Based Roof Top Solar Power System (RTSP) for NABARD Haryana Office, Sector 34 A, Chandigarh having No. NB.HR. DPSP/2021-22/Solar Panel/ dated……… Mr./Mrs./Miss___________________________ is hereby authorized to submit the tender, participate in tender opening and to sign the contract on behalf of our organization.

We confirm that all the prices quoted in tender by him/her shall be binding on us. He/She is also authorized to take decisions on behalf of the company until tender process is completed. Certified Xerox copy of Power of Attorney (P/A) of the person authorizing such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered against this tender.

The specimen signature is attested below:

_____________________
Specimen Signature of Representative

_____________________
Signature of Authorizing Authority

37
Name of Authorizing Authority

_______________________

(Certified Xerox copy of P/A of authorized Signatory/authority is to be submitted)

Note:
This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.
**PROFORMA FOR ELECTRONIC PAYMENT**

Details of Bank account to be furnished by the Contractors for effecting payments

<p>| | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Account Holder (As appearing in the Bank Account)</td>
</tr>
<tr>
<td>2</td>
<td>Name of the Bank</td>
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<tr>
<td>3</td>
<td>Name of the Branch</td>
</tr>
<tr>
<td>4</td>
<td>Account number</td>
</tr>
<tr>
<td>5</td>
<td>RTGS/NEFT/IFS Code</td>
</tr>
<tr>
<td>6</td>
<td>Type of Account (Savings, Current, etc)</td>
</tr>
<tr>
<td>7</td>
<td>PAN Number</td>
</tr>
<tr>
<td>8</td>
<td>GSTN Number</td>
</tr>
</tbody>
</table>

Signature

Please attach

i. Photocopy of one cancelled cheque leaf of the above Bank Account

ii. Copy of PAN Card and

iii. Copy of GST No

iv. Copy of Registration of the Firm
INDEMNITY BOND
(On Rs.100/- Stamp Paper)

KNOW all men by these presents that I, Shri..............................................................of M/s ........................................................... ......................................do hereby execute Indemnity Bond in favour of National Bank for Agriculture and Rural Development (NABARD), having their Haryana Regional Office at Plot-3, Sector-34 A, Chandigarh – 160022 and M/s.......................................................................................................................... having their office at ............................................................. on this ............. day of........................ 2021.

WHEREAS NABARD have appointed M/s................................................as the Contractor for their Proposed Service Work relating to ”Design, Supply, Installation, Testing and Commissioning of 30 KWp Grid Interactive SPV Based Roof Top Solar Power System (RTSP) for NABARD Haryana Office, Sector 34 A, Chandigarh”.

THIS DEED WITNESSETH AS FOLLOWS :-

I/We M/s .......................................................... hereby do Indemnify, and same harmless NABARD against and from

1. any third party claims, civil or criminal complaints liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing/executed works by me/us;

2. any damages, loss or expenses due to or resulting from negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents.

3. any claim by an employee or contract labour of mine/ours or of sub-contractor/s, if any, under the Workmen Compensation Act and Employers Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amend the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workmen/employee.

4. any act or omission of mine/ours of sub-contractor/s if any, our/their servants or agents which may involve any loss, damage liability, civil or criminal action.

IN WITNESS WHEREOF THE M/s ..........................................................has set his/their hands on this .............day of ............. 2022.

SIGNED AND DELIVERED BY THE AFORESAID for M/s.............

Name of Signatory

IN THE PRESENCE OF WITNESS :
(1) ........................................

(2) ........................................
Non-Disclosure Agreement Form

This Non-Disclosure Agreement made and entered into at .................. .......................... this.............day of ..................... 2022.

BY AND BETWEEN

........................................ Company Limited ( or any type of firm), a company incorporated under the Companies Act, 1956 having its registered office at ................ (hereinafter referred to as the Agency, which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

National Bank for Agriculture and Rural Development, a body corporate established under an act of Parliament, viz., National Bank for Agriculture and Rural Development Act, 1981 having its registered office at NABARD, Haryana RO, Plot no-3, Sector-34 A, Chandigarh – 160022 (hereinafter referred to as “NABARD” which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

1. The Agency and NABARD are hereinafter collectively referred to as “the Parties” and individually as “the Party”

2. Receiving Party means who receives the confidential information.

3. Disclosing Party means who discloses the confidential information.

WHEREAS:

1. NABARD is engaged in banking business and floated a Request for Proposal to appoint Agency for Design, Supply, Installation, Testing and Commissioning of 30 KWp Grid Interactive SPV Based Roof Top Solar Power System ( RTSP) for NABARD Hayana Office, Sector 34 A, Chandigarh, the scope of which is specified in RFP Ref No. NB.HR.DPSP/ ................................ / Solar Panel / dated ............. and whereas .............................................. (Name of Agency) has through a tender process, bid for the work. In the course of such assignment, it is anticipated that NABARD or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Implementation partner some Confidential Information (as hereinafter defined), to enable the Implementation partner to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").
2. The Agency is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this tender or otherwise shall remain confidential.

3. The Implementation partner is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to NABARD.

4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the above premises and NABARD granting the Implementation Partner and or his agents, representatives to have specific access to NABARD property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

i. “Confidential Information” means all information disclosed/furnished by NABARD or any such information which comes into the knowledge of the agency during the course of engagement, whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the agency to carry out the assignment and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential".

ii. “Confidential Information” also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.

iii. Information such as (i) intellectual property information (ii) technical or business information or material not covered in (i) (iii) proprietary or internal information relating to the current, future and proposed products or services of NABARD including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties (iv) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc.
and (v) all such other information which by its nature or the circumstances of its disclosure is confidential

iv. “Intellectual Property Rights” means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

v. The Agency may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the purpose stated above.

vi. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure.

vii. Confidential Information does not include information which:

   a) is or subsequently becomes legally and publicly available without breach of this Agreement
   b) was rightfully in the possession of the agency without any obligation of confidentiality prior to receiving it from NABARD, or prior to entering into this agreement, the recipient shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the recipient
   c) was rightfully obtained by the agency from a source other than NABARD without any obligation of confidentiality
   d) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality
   e) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

Confidential Information shall at all times remain the sole and exclusive property of NABARD. Upon termination of this Agreement, Confidential information shall be returned to NABARD or destroyed at its directions. The destruction of information if any shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of NABARD in respect of the Confidential Information.

In the event agency is legally compelled to disclose any Confidential Information, agency shall give sufficient notice of 45 days to NABARD to prevent or minimize to the extent possible, such disclosure. The agency shall not disclose to third party any Confidential Information or
the contents of this Agreement without the prior written consent of NABARD. The obligations
of this Clause shall be satisfied by handling Confidential Information with the same degree of
care, which the agency will apply to its own similar confidential information but in no event
less than reasonable care. Notwithstanding anything to the contrary contained herein, the
Agreement shall be valid for a period of three years and the obligations of this clause shall
survive the expiration, cancellation or termination of this Agreement for a period of three years

2. Non-disclosure:

The Agency shall not commercially use or disclose any Confidential Information or any
materials derived there from to any other person or entity other than persons in the direct
employment of the Agency who have a need to have access to and knowledge of the
Confidential Information solely for the purpose authorized above. The Agency shall take
appropriate measures by instruction and written agreement prior to disclosure to such
employees to prevent unauthorized use or disclosure. The Agency agrees to notify NABARD
immediately if it learns of any use or disclosure of the Confidential Information in violation
of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories
of information shall be treated as Confidential Information under this Agreement irrespective
of whether it is marked or identified as confidential:

a) Information regarding ‘NABARD’ and any of its Affiliates, customers and their accounts
   (“Customer Information”). For purposes of this Agreement, Affiliate means a business
   entity now or hereafter controlled by, controlling or under common control. Control exists
   when an entity owns or controls more than 50% of the outstanding shares or securities
   representing the right to vote for the election of directors or other managing authority of
   another entity, or
b) any aspect of NABARD’s business that is protected by patent, copyright, trademark, trade
   secret or other similar intellectual property right, or
c) Business processes and procedures, or
d) Current and future business plans, or
e) Personnel information, or
f) Financial information
g) Capital adequacy computation workings.

3. Publications:

The Agency shall not make news releases, public announcements, give interviews, issue or
publish advertisements or publicize in any other manner whatsoever in connection with this
Agreement, the contents / provisions thereof, other information relating to this Agreement,
including references whether through media, social network or otherwise, the Purpose, the
Confidential Information or other matter of this Agreement, without the prior written approval
of NABARD.

4. Term:
This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by NABARD, whichever is earlier. The Agency hereby agrees and undertakes to NABARD that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further as directed by NABARD promptly return or destroy, under information to NABARD, all information received by it from NABARD for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Agency further agrees and undertake to NABARD to certify in writing to NABARD that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable for a period of three years from expiry. The Implementation partner agrees and undertake to treat Confidential Information as confidential for a period of three years from the expiry, cancellation or termination of the date of the Contract/Agreement.

5. Title and Proprietary Rights:

Notwithstanding the disclosure of any Confidential Information by NABARD to the Agency, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with NABARD.

6. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information (ii) return the Confidential Information and all the copies, abstracts, extracts, samples, notes, modules thereof to the Disclosing Party within seven (07) days after receipt of notice and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies:

7.1. The Agency acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the Agency will result in irreparable damage to NABARD for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, NABARD shall be entitled, in addition to other remedies for damages & relief (as listed below but not exhaustive) as may be available to it, to an injunction or equitable or similar relief prohibiting the Agency, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to NABARD shall include NABARD’s costs and expenses of enforcement (including the attorney's fees):

   a) Suspension of access privileges
   b) Change of personnel assigned to the job
c) Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives.

d) Termination of contract

7.2. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/or Confidential Materials and prevent its further unauthorized use.

7.3. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party’s request, or at Disclosing Party’s option, certify destruction of the same.

7.4. Disclosing Party may visit Receiving Party’s premises, with reasonable prior notice and during normal business hours, to review Receiving Party’s compliance with the term of this Agreement.

8. Entire Agreement, Amendment, Assignment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements relating to non-disclosure between the parties. The Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Miscellaneous

9.1. Any software, material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

9.2. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

9.3. The terms of Confidentiality under this Agreement shall not be construed to limit either party’s right to independently develop or acquire product without use of the other party’s Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term “residuals” means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the
foresaid shall not be deemed to grant to either party a license under the other party’s copyrights or patents.

9.4. For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by the Agency to Bank shall be the property of the Bank and shall not be considered as confidential information to the Bank. However, such service / solutions or other deliverables shall be considered as confidential information by the Agency and shall disclose such details to any third parties without having the express written permission of the Bank.

9.5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

9.6. In case of any dispute, both the parties agree for sole arbitration. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

9.7. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

9.8. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.9 All obligations created by this Agreement shall survive change or termination of the parties’ business relationship.

10. Suggestions and Feedback

10.1 Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter “feedback”). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party’s consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party’s obligations hereunder with respect to Confidential Information of other party.
11. Governing Law:

The provisions of this Agreement shall be governed by the laws of India and the competent court in Chandigarh shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

12. General:

NABARD discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of National Bank for Agriculture & Rural Development (NABARD)

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For and on behalf of _____________ Ltd.

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**Annexure – 7**

Pre-Contract Integrity Pact (on Rs.100/- stamp paper)

Between

National Bank for Agriculture and Rural Development (NABARD) hereinafter referred to as **“The Principal”**

And

………………………………………… hereinafter referred to as

**“The Bidder/Contractor”**

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for ……………………………… . The Principal values full compliance with all relevant laws of the land, rules, regulation, and economic use of resources and of fairness /transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :-

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

**Section 2 – Commitments of the Bidder(s)/Contractor(s)**
(1) The Bidder(s) / Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

e. The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 1 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s) /Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form which put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process.

Section 4 – Compensation for Damages
(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 1, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 1, or if the Principal is entitled to terminate the contract according to Section 1, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process.

Section 6 – Equal treatment of all Bidders/Contractors/Subcontractors

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign the Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders(s)/Contractor(s)/Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Independent External Monitor appointed for NABARD is:
(2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Chairman, NABARD.

(3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on ‘Non-disclosure of Confidential Information’ and ‘Absence of Conflict of Interest’. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, NABARD and recuse himself/herself from that case.

(5) The Principal 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairman, NABARD within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposal for correcting problematic situations.

(8) If the Monitor has reported to the Chairman, NABARD, a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman NABARD has not, within reasonable time, taken
visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharge/determined by the Chairman of NABARD.

Section 10 – Other provisions

(1) This agreement is subject of Indian Law, Place of performance and jurisdiction is the Head Office of the Principal, i.e. Mumbai.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, if any, the Clause in the Integrity Pact will prevail.

__________________________________________  _____________________________
(For & On behalf of the Principal)               (For & on behalf of the Bidder/Contractor)

(Office Seal)                                  (Office Seal)

Place _______________
Date _______________
Witness 1:
(Name & Address) ____________________________

____________________________

____________________________

Witness 2:
(Name & Address) ____________________________

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Price Bid (Schedule of Quantity)


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<tr>
<th>S. No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount (Rs.)</th>
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<td><strong>Capital Cost of the System</strong></td>
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<td>Designing, manufacture and supplying of complete materials for generation of solar photovoltaic (SPV) based grid interactive Solar power plant of minimum 30 KWp with a guaranteed annualized AC energy annualized AC energy output of 36000 Kilo watt hour (KWH) per year during the first years of operation including required quantities of SPV modules formed into arrays, their mounting arrangement, power conditioning units, required DC &amp; AC distribution panels with surge protection units, cabling, data loggers along with provision of PC based monitoring through licensed software/app, metering safety arrangement, PVC conduting, inverters, sub meters etc. as per details mentioned in Technical bid including its installation, testing and commissioning to provide a composite operational system in compliance with MNRE specifications. The work also includes the lisasioning work for existing 10 KWp Solar system of Punjab RO including providing sub-meter to it.</td>
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The system shall be provided with one year defect liability period.

Rate in words –

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<th>Rate (Rs.)</th>
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<td>Comprehensive AMC cost as per details mentioned in Technical Bid. The AMC cost will remain same for the four years.</td>
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Rate in words

TOTAL (1 & 2)

Note-
1. Approved Brands of MNRE & reputed brands (like Tata, Waaree, Goldi, Moser Baer etc. for Solar panel, Emerson, Growatt, Delta, Abb, Waaree etc.) . Other specific equivalent brands or Tier / Class A material has to be used. The tenderer shall distinctly understand that it will not be their prerogative to insist on a particular brand from the price bid. Final selection will be done with the approval of NABARD.
2. If there is discrepancy in the rates quoted in words and figures, then the rate assessed from the Amount/quantity will be taken the correct quoted rate. By adopting this process, the rate could not be assessed, then the rate in words will be taken as appropriate quoted rate for that item.

Accepted all terms & conditions of Price bid/Technical Bid

| Place | : |
| Date | : (Signature of the Tenderer) |
| Address | : Name and Seal |