



STATE BANK OF INDIA

THIRUVANANTHAPURAM CIRCLE

CORRIGENDUM -2

NIT No.		THI/AOKTM/RBO4/2024/SOL/102
TYPE OF TENDER		ITEM RATE CONTRACT
BIDDING SYSTEM		TWO BID SYSTEM
WEBSITE FOR DOWNLOADING TENDER DOCUMENTS		https://sbi.co.in under the link “SBI in the News” → “Procurement News”
WEBSITE FOR ONLINE SUBMISSION OF PRICE BID		https://etender.sbi
METHOD OF SUBMISSION	TECHNICAL BID	OFFLINE/ PHYSICAL FORM
	EMD (DD)	
	PRICE BID	ONLINE

NAME OF WORK:	DESIGN ,SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF ON-GRID (GRID INTERACTIVE) 35 kWp ROOF TOP SOLAR PV POWER PLANT UNDER NET METERING POLICY INCLUDING 5 YEARS COMPREHENSIVE WARRANTY AT STATE BANK OF INDIA, CHERTHALA BRANCH IN CAPEX MODEL
LOCATION:	CHERTHALA, ALAPPUZHA DIST, KERALA
ESTIMATED VALUE OF WORK	Rs.20.30 Lac Only (exclusive of GST)
AVAILABILITY IN WEBSITE	From 06.01.2024 to 30.01.2024
PRE-BID MEETING	16.01.2024 at 11.30 AM at SBI Main Branch Chethala Near court Junction Cherthala Ph.9447556127 (Manager (EE), SBI AO KOTTAYAM)
LAST DATE & TIME FOR SUBMISSION OF TECHNICAL BID AND EMD	UPTO 03.00 PM (IST) ON 30.01.2024
ADDRESS FOR SUBMISSION OF TENDERS & VENUE FOR OPENING OF TECHNICAL BID	THE REGIONAL MANAGER STATE BANK OF INDIA REGIONAL BUSINEES OFFICE (RBO)-4 BEACH ROAD,, ALAPPUZHA-688012 Ph.0477 2253371 Chief Manager (Compliance) :9447708833
OPENING OF TECHNICAL BIDS	03:30 PM (IST) ON 30.01.2024 The said date is declared as holiday in future or The officials of the tender opening committee is not available or any holiday declared on the tender opening date, tenders will be opened on next convenient working day.
ONLINE SUBMISSION OF PRICE BIDS	WILL BE INFORMED LATER TO ALL THE TECHNICALLY QUALIFIED BIDDERS
ONLINE OPENING OF PRICE BIDS	WILL BE INFORMED LATER TO ALL THE TECHNICALLY QUALIFIED BIDDERS THROUGH BANKS APPROVED E-TENDERING AGENCY
COMMENCEMENT OF WORK	WITHIN 7 DAYS FROM THE DATE OF ALLOTMENT OR AS SPECIFIED IN TENDER DOCUMENT
COMPLETION OF WORK	60 DAYS FROM THE DATE OF COMMENCEMENT
PERFORMANCE GUARANTEE	As per Clause No.32.7

ERNEST MONEY DEPOSIT	Rs.20,300.00 (Rupees Twenty Thousand Three Hundred only) in the form of DD in favour of 'STATE BANK OF INDIA' payable at Alappuzha
LOCATION OF RBO	ALAPPUZHA
PAYMENT TERMS & CONDITIONS	<p>i) 50% of total project cost against all materials delivery at site and production of test certificates and with necessary documents showing requisite quality as mentioned in tender document.</p> <p>ii) 45% after successful installation, Testing and commissioning, including grid synchronization along with supply and testing, successful trial installation of net metering, generation meter and approvals From Kerala State Electrical Inspectorate (KEI) & Kerala State Electricity Board (KSEB)</p> <p>iii) 5% will be held with SBI as Security Deposit for one yrs and will be released against submission of Performance Bank Guarantee from any scheduled/ commercial Bank, other than SBI</p> <p>iv) Payment shall be made State bank of India by way of Electronic Fund Transfer (NEFT/RTGS). The beneficiary shall furnish details such Bank, A/c no, IFSC code etc. required for such payment.</p> <p>v) Payments towards the above work shall be made by State Bank of India.</p>
DEFECT LIABILITY PERIOD	60 months from the date of virtual completion of work
WARRANTY / GUARANTEE	<p>1)Product warranty:</p> <p>A) The SPV panel shall carry a warranty of minimum 25 years from the date of Final Acceptance. This warranty shall be backed up in the form of manufacturer's warranty, 12 months from the date of virtual completion.</p> <p>B) The PCU/Solar Grid tie Inverter/MPPT shall carry a warranty of minimum 5 years.</p> <p>C) The complete SPV rooftop systems installed and commissioned shall be under a warranty against any manufacturing or usage defect for a minimum period of 5 years from the date of Commissioning. The mechanical structures electrical works including power conditioners / inverters / maximum power point tracker units / distribution boards/digital meters/ switchgear etc. and overall workmanship of the SPV rooftop systems must be warranted against any manufacturing/ design/ installation defects for a minimum period of 5 years from the date of Final Acceptance.</p>

<p><u>PERFORMANCE WARRANTY:</u></p>	<p>The SPV panel must have linear performance warranty for their output peak watt capacity, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.</p> <p>A linear performance warranty for a period of 5 years should be given for Inverter/PCU/MPPT and other components. The warranty will be against breakages, malfunctions, non-fulfillment of guaranteed performance and breakdowns due to manufacturing defects or defects that may arise due to improper operation of electrical /electronic components of the system but do not include physical damages by the end users.</p> <p>The above warranty shall take effect from the date on which the system is taken over by the Bank after commissioning.</p> <p>The successful bidder shall be liable to make good the loss by replacing the defective product during the warranty period for the entire system free of cost.</p> <p>The warranty will cover all the materials and goods involved in the installation and commissioning of SPV roof top systems by the successful Bidder.</p> <p>The data sheets showing all parameters for each components should provide (i.e. Solar PV Module, Inverter, MPPT, Cables, etc.).</p>
<p>For any clarification and drawings please contact</p>	<p>MANAGER (ELECTRICAL ENGG.) – 9447556127</p>

After the Pre-bid meeting conducted at the site on 16.01.2024, Few technical modification made at the document ,Please refer Solar grid inverter technical details si No (ii) in Page No 51 and Make of materials in Page No 58. Revised tender submission dates are detailed above all other tender conditions remains the same.

The Regional Manager,
SBI, Regional Business Office, Beach Road Alappuzha-688012
e-mail: rm4alp.aoktm@sbi.co.in, Ph: 0477 2253371

A.NOTICE INVITING TENDER

Tenders are invited as stated in the Tender Notice from eligible Vendors / Contractors fulfilling the eligibility criteria for execution of work - "Name and Location" as stated in the Tender notice. Vendors shall visit the bank website for any corrigendum publish in future. there will not be any news paper advertisement for corrigendums in future.

1	Estimated cost of Work	As stated in Tender Notice
2	Completion Time	As stated in Tender Notice
3	Commencement of work	As stated in Tender Notice
4	Eligibility of the Bidder	<ol style="list-style-type: none"> 1. MNRE/ANERT/SECI registered vendors having valid registration and office in Kerala. (MNRE registration prior to discontinuation of MNRE empanelment will be considered) 2. Other Eligibility Criteria as per Technical Bid. 3. Submission of EMD
5	Earnest Money Deposit (EMD) (to be submitted physically along with the technical bid, before due date)	As stated in Tender Notice in the form of DD in favor of 'State Bank of India' payable at the concerned RBO. Tenders without EMD shall be rejected.
7	Address for submission of Technical Bid, EMD and other documents	As stated in Tender Notice Bids of those firms/contractors who do not submit EMD shall be rejected.
8	Tender documents available for download from the websites	As stated in Tender Notice
9	Last date and time for submission of Technical Bid & EMD in physical form.	As stated in Tender Notice
10	Date and Time of e-Tenders (price bid) .	As stated in Tender Notice.
11	The tender will be summarily rejected if the Bidder	<ol style="list-style-type: none"> 1. Failed to submit Technical Bid & EMD at the respective RBO on or before due date & Time. 2. Failed to submit the duly signed and stamped Form of Undertaking & Process Compliance Statement (Annexure –D & E) on th letter head of tenderer, as a proof of accepting the terms and conditions. 3. Partly or fully Modifies, alters or corrects the tender document uploaded by SBI.
12	Validity of tender	90 days from the last date for submission of PRICE BID.

13	Rates quoted by bidder	<p>1. The quoted rate should be inclusive of cost of materials, transport, loading, unloading, cost of installation, wastage, machinery, temporary works such as scaffolding, cleaning, overheads, contractor's profit, statutory expenses, incidental charges, all related expenses required for the proper completion of the work and all taxes as applicable excluding GST.</p> <p>2. Additional claims other than the quoted amount will not be entertained.</p> <p>3. The rates quoted shall be firm from the date of opening till the completion of the project despite any variation in rates of materials, labour, taxes etc.</p>
14	Additional information for bidding	<p>1. The make of materials should be chosen strictly from the preferred makes as given in the tender.</p> <p>2. Any clarifications sought after opening of the tenders will not be entertained at any cost. Firm should visit the website regularly till last date for submission of tender regarding changes/ corrigendum, if any</p> <p>3. SBI reserves the right to cancel or postpone the tenders at any stage without assigning any reason.</p> <p>4. Claims for revision of the quoted price by any bidder after submission of tender will not be entertained.</p>
15	Initial Security Deposit (ISD)	2% of the Contract value including EMD to be submitted by the successful bidder after allotment of work as stated in the Tender Document.
16	Performance Guarantee	As per clause No.32.7
17	Payment terms & conditions	<p>i) No advance payment.</p> <p>ii) 50% of total project cost against all materials delivery at site and production of test certificates and with necessary documents showing requisite quality as mentioned in tender document.</p> <p>iii) 45% after successful installation, Testing and commissioning, including grid synchronization along with supply and testing, successful trial installation of net metering, generation meter and approvals From Kerala State Electrical Inspectorate (KEI) & Kerala State Electricity Board (KSEB) Ltd. as required.</p> <p>iii) 5% will be held with SBI as SD for 5 yrs and will be released against submission of Performance Bank Guarantee from any scheduled/ commercial Bank, other than SBI</p>

		iv) Payment shall be made State bank of India by way of Electronic Fund Transfer (NEFT/RTGS). The beneficiary shall furnish details such Bank, A/c no, IFSC code etc. required for such payment.
18	Statutory Fee / Payments made on behalf of SBI	Will be reimbursed on production of required documentary evidence (payment receipts in the name of SBI and paid on behalf of SBI)
19	Value of work to be taken for issue of interim certificate for payment, if any	As per payment terms & conditions
20	Tax Deduction	Income Tax, GST-TDS, Labour Welfare Fund etc as applicable at applicable rates
21	Total Security Deposit (SD)	5% of the contract value including Initial Security Deposit of 2% and Retention Money of 3% of the contract value. SD will be retained till the completion of the work and released as stated in this tender document.
22	Retention Money	Retention Money @ 10% of the Gross Value of each bill shall be deducted till Total Security (including ISD) is equal to 5% of contract value.
23	Liquidated Damages for delay in work	Time is the essence of the Contract. If the work is delayed beyond the scheduled completion date, then Liquidated Damages @ 0.50% of the total contract value per week (or part thereof) of delay will be deducted from the Contractor's final bill subject to maximum of 5% of the contract amount.
24	Defects Liability Period	As stated in Tender Notice.
25	For any queries or support in connection with the online tendering process, please contact our E-procurement solutions agency	M/s. e-Procurement technologies Limited, B704, Wall Street 2, Ahmedabad, Gujarat - 380006. Primary Contact: 9510813528 9081000427
26	For any clarification and drawings please contact	The Engineer in charge
SBI reserves the right to accept or reject any or all bids without assigning any reason whatsoever, even after opening of the bids.		

S/d

Regional Manager, SBI RBO-4, Alappuzha

ANNEXURE-A (ELIGIBILITY CRITERIA)

1. Bidder should be MNRE/ANERT/SECI registered vendors having valid registration and office in Kerala having minimum two years experience in SITC of grid connected (net metering) rooftop solar panels or other type of solar power projects in Government / Semi Government / PSUs / Reputed institutions /commercial premises/industrial houses, as on 05.01.2024. MNRE registration prior to discontinuation of empanelment of Solar vendors by MNRE will be considered.
2. Minimum average yearly turnover of ₹6.10 Lakh during last 2 financial years Supported by audited financial (P & L) statements and provisional statements for the current year.
3. Solvency Certificate in the name of tenderer for a minimum of ₹. 6.10 Lac issued by a Public Sector or Scheduled Bank on or after 05.01.2023.
4. During the last 7 years (as on 05.01.2024), having successfully executed similar works individually costing as under:
 - (i) SITC of Three Solar Projects of any type and Work Order/Completed value not less than ₹. 8.12 Lakhs each.
OR
 - (ii) SITC of Two Solar Projects of any type and Work Order/Completed value not less than ₹. 10.15 Lakhs each.
OR
 - (iii) SITC of One Solar Project of any type and Work Order/Completed value not less than ₹. 16.24 Lakhs each.
5. O&M Certificate for at least one year for any type of solar project from any central / state Govt. / Public sector undertaking / Public Limited Company / Private Limited Company /Reputed institutions.
6. Should have service setup at any town/city of Kerala State or nearest city for rendering after sales service of the plant.
7. Tenderers should submit the following documents in respect of their eligibility
 - (i). Copy of the letter issued by MNRE/ANERT/SECI regarding registration with them to confirm about the category of their registration.
 - (ii).Copies of detailed work order indicating scope and value of works for the qualifying works.
 - (iii).Completion Certificate for the qualifying works.
 - (iv) Certificate issued by Chartered Accountant indicating turnover from similar works for the last two years along with audited financial statement for the same period.

ANNEXURE-B

SAMPLE BUSINESS RULE DOCUMENT

E-TENDERING INSTRUCTIONS TO BIDDERS

General

State Bank of India hereby publish the TENDER on sbi portal and price bid submission will be conducted through e -tendering Portal (Website) [https:// etender.sbi](https://etender.sbi) in Electronic mode hereinafter referred as “e Tendering” and TENDER will be hereunder called as “e -Tender”. The tender published online in sbi website consisting of standard tender conditions, specifications, schedule of quantities, drawings (if any) for above referred work. Please note that tender can be downloaded from above portal www.sbi.co.in (website) and technical bid should be mandatorily submitted at the office of the undersigned. The technically qualified vendors will have to submit the price bid Online on e -tendering Portal (Website) [https:// etender.sbi](https://etender.sbi).

Instructions

1. **Broad outline of activities from Bidders prospective:**
2. Register on the e-Procurement portal [https:// etender.sbi](https://etender.sbi)
3. Create Users and assign roles on the above portal
4. View the event id and price bid format as per the notification email from E-procurement Technologies.
5. Bid-Submission on the above portal

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

3. Digital Certificates

For integrity of data and authenticity/ non -repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC). also referred to as Digital Signature Certificate (DSC), of Class II or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying authorities (CCA) [refer <http://www.cca.gov.in>].

3. Registration

To use the Electronic Tender portal [https:// etender.sbi](https://etender.sbi), vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis - a- vis Authorised Signatory who will be the main person coordinating for the e -tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site.

Note: After successful submission of Registration details please contact to the Helpdesk of the portal to get your registration accepted/activated.

Help Desk:

e-Procurement Technologies Limited Contact: Phone: +91 -79-68136856 | 6857 | 6863 | 6835 | 6829 | 6831 | 6830 (Mon-Fri working Hours 10 AM to 7 PM) (Sat working hours 10AM to 4PM)

NOTE: Please note that above e -Tendering system is an automatically time locked system which will be locked immediately as soon as due date and time is over and will not accept any offer after that. So, the tenderers are strictly advised to do their process well before the due date and time to avoid any such instances.

6. Tender Opening Event (TOE)

The e-Procurement portal offers a unique facility for 'Public/Limited Online Tender Opening Event (TOE)'.

Tender Opening Officers as well as authorized representatives of bidders can attend the Public/Limited Online e Tender Opening Event (TOE) from the comfort of their offices. For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized are requested to carry a Laptop and Wireless Connectivity to Internet. Every legal requirement for a transparent and secure 'Public/Limited Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted with the corresponding 'Pass -Phrase' as submitted online by the bidder himself (during the TOE itself), salient points of the Bids are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public/Limited Online Tender Opening Event (TOE)'. The portal has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhance Transparency. Detailed instructions are given on relevant screens.

The portal has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading'.

There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

IMPORTANT NOTE: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid -submission deadline, during

online public/limited tender opening event, it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e -procurement/ e - auction service- provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of SBI by the bidders in time then SBI will promptly re -schedule the affected event(s).

7. Minimum Requirements at Bidders end

In order to operate on the electronic tender management system, the user's machine is required to be set up. The machine must have running XP service Pack 3 or higher version of Windows like Vista or Window 7. Also need to install Mozilla Fire fox web browser and latest Version of Java.

Yours Faithfully

Sd/-

**REGIONAL MANAGER
SBI RBO-4, ALAPPUZHA**

ANNEXURE-C**BASIC INFORMATION OF THE VENDOR (to be filled up by the Tenderer)****(Please strike-off which is not applicable)**

1	Name of the applicant/Firm/ Organization	
2	Full Postal Address of Firm	
3	Year of Establishment (Please enclose Documentary evidence)	
4	Constitution of the Firm (Please enclose certified copies of documents as evidence)	Sole Proprietorship/ Partnership / Private Ltd. / Public Ltd. / Any other (Please specify)
5	Name of the Proprietor / Partners / Directors of the Organisation / Firm.	
6	Name of the Authorised Signatory of the Organisation / Firm with Designation.	
5	Contact Details	
	a.Land Phone No.	
	a.Mobile Phone No.	
	c.FAX No.	
	b.e-Mail id	
	c.Web Site	

ANNEXURE-D

UNDERTAKING BY THE BIDDER

To

**The Regional Manager,
State Bank of India, RBO - 4,
Beach Road, Alappuzha-688012**

Dear Sir,

e-TENDER FOR “.....(name of the work)”

Having duly examined the tender document including the drawings, specifications, designs, Bill of Quantities relating to the works specified in the underwritten memorandum and having visited the site of the said work and having acquired all the requisite information relating thereto pertaining to this tender, I/ We hereby offer to execute the works specified in the underwritten memorandum within the time specified therein at the rates specified in the schedule of quantities and in accordance, in all respects with specifications, designs, drawings and instructions in writing referred to in the conditions of the tender, the Articles of Agreement, special conditions of the contract and with such materials as are specified by and in all other respects in accordance with such conditions in the schedule of quantities and conditions of contract as applicable.

02. Should this tender be accepted, in whole or in part, I/ We hereby agree (i) to abide by and fulfill all the terms and provisions of the said conditions in the contract annexed hereto and the conditions of the tenders applicable or in default thereof to forfeit to SBI, the sum of money mentioned in the said conditions.

03. I/ We agree (i) that should I/ We fail to commence the work specified in the above mentioned memorandum the Bank shall without prejudice to any other right or remedy be at liberty to forfeit the Earnest Money which otherwise shall be retained by Bank towards security deposit mentioned in the above memorandum (ii) to execute all the works referred to therein and to carry out authorized variations as directed by the Bank and as per said conditions of the contract.

Yours Faithfully,

Signature of the bidder with Stamp _____

Name: _____

Address: _____

ANNEXURE-E
PROCESS COMPLIANCE FORM

(The bidders are required to print this on their company's letter head and sign, stamp before faxing)

To
M/s E- Procurement Technologies Ltd.
(abc procure)A-801, Wall Street - II, Opp. Orient Club,
Nr. Gujarat College,
Ellis Bridge, Ahmedabad - 380
006. Gujarat State, India.
Phone: 9510813528 | 9081000427

SUB: AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS
FOR THE ONLINE BIDDING

This has reference to the Terms & Conditions for the online bidding mentioned in the Tender for “**Tender for supply, installation, testing and commissioning of on-grid – 35 KWp Roof Top Solar PV (Photo Voltaic) Power Plant under net metering policy including 5 years comprehensive warranty at SBI Cherthala Branch in CAPEX Model.**”

This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the online bidding and the RFP as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the tender tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI Group and ETL shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tender platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the tender event.
- 5) We understand that in the event we are not able to access the tender site, we may authorize ETL to bid on our behalf by sending a fax containing our offer price before the tender close time and no claim can be made by us on either State Bank Group or ETL regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.

- 6) I/we do understand that ETL may bid on behalf of other bidders as well in case of above mentioned exigencies.
- 7) We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
- 8) We also confirm that we will fax the price confirmation & break up of our quoted price as per Annexure II and the format as requested by SBI / ETL.
- 9) We, hereby confirm that we will honour the Bids placed by us during the tender process.
- 10) We read each pages, understood the technical bid & BOQ and I/we hereby agree to abide by and fulfill the terms and provisions and accepting all terms and conditions stipulated in the tender documents. After the accomplishment of tendering procedure, if we become the lowest bidder shall submit the hard copy of the Technical document duly signed with seal by the authorized representative/proprietor of the firm at the under mentioned office.

We, hereby confirm that we will honour the Bids placed by us during the tender process

With regards

Signature with company seal
Name:
Company / Organization:

Date:

ARTICLES OF AGREEMENT

This AGREEMENT is made at on this day of2021 between Regional Manager, State Bank of India, RBO-4, Alappuzha under SBI Act 1955, having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Mumbai 300 021, represented by authorized officer of SBI. (hereinafter called "the Employer") on the one part and M/s.....

(proprietorship/partnership firm/Company), incorporated under the provisions of the Companies Act and having its registered office at.....

.....
(hereinafter called "the Vendor") represented by Shri who is authorized to enter this agreement by its Board of Directors on the other part.

AND WHEREAS the Employer has intention of engaging qualified channel partner of Ministry of New and Renewable Energy (MNRE)/ANERT/SECI for Supply, Installation, Testing and Commissioning of on-grid – 35 KWp On Grid (Grid Interactive) Roof Top Solar PV Power Plant under net metering policy including 5 years comprehensive warranty at Cherthala Branch of STATE BANK OF INDIA in CAPEX Model as stated in the scope of work attached to the Tender Document to the Vendor.

AND WHEREAS the Employer had called for tenders from channel partners of Ministry of New and Renewable Energy (MNRE)/ANERT/SECI for the proposed work as indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the Vendor and others submitted the tenders and the Employer has awarded the contract relating to Grid connected Roof top solar PV power plant, as per the information and technical specifications enclosed, at Under Net Metering Policy at SBI Cherthala **Branch** - 35 KWp Under State Bank of India, Administrative Office, Kottayam in CAPEX Model as stated in the scope of work attached to the Tender Document to the Vendor.

AND WHEREAS both the parties to this agreement are desirous of recording the terms and conditions upon which the said services are to be rendered by the Vendor.

NOW, therefore, it is hereby agreed to and between the parties as follows:

1) Contract documents:-

The following documents shall constitute the Contract Documents.

- I. This Article of Agreement.
- II. Tender Document submitted by the Contractor including the "said conditions", N.I.T and Schedule of quantities.
- III. All correspondence between the Employer and the Contractor from the date of issue of N.I.T and the date of issue of work order.
- IV. Work order No.dated.....

2) In consideration of the payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions, execute and complete the contracted project works and such further detailed drawings as may be furnished to the contractor by the said Employer and described in the said Specifications and the said Schedule of Quantities.

3) Notwithstanding what are stated in the N.I.T conditions of Tendering, Conditions of Contract of herein stated before, the Employer reserves itself the right of altering the nature of the work and addition to or omitting any items of work or of having portions of same carried out through another agency or otherwise and such alterations or variations shall be carried out without prejudice to this contract.

4) As mentioned above, the "said conditions" shall be read and be treated as forming part of this agreement and parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.

5) Any dispute arising under this agreement shall be referred to the Arbitration in a manner specified in the General Conditions of the Contract and all legal disputes shall be limited within the territorial jurisdiction of Thiruvananthapuram thereto. The decision of the arbitration shall be final and binding on both the parties.

6)The Vendor / Contractor shall promptly notify SBI of any changes in the constitution of their firm. It shall be open to SBI to terminate the agreement on the death, retirement, insanity or insolvency of any person/s is being director/s or partner/s in the said company / firm, or on the addition or introduction of a new partner without the previous approval in writing of SBI. But in absence of and until its termination by SBI as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its partners or the addition or introduction of any new partners. In case of retirement / death, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement.

7)The Contractor agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by The Contractor or breach of any obligations under this contract, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of the Contractor. The Contractor agrees to make good the loss suffered by the Bank.

8)In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the priced Schedule of Quantities.

9)The Employer shall pay to the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.

10)The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by submit themselves to the said Conditions and perform the Agreements on their part respectively in the said Conditions contained.

11)The Plans, Agreements and Documents mentioned herein shall form the basis of this Contract.

12)This Contract is neither a fixed lump-sum contract nor a piece work contract but a contract to carry out the work as per enclosed schedule of Items and to be paid for according to actual measured quantities at the rates contained in the Schedule of Quantities or as provided in the said Conditions and approved by the SBI.

13)The Contractor shall afford every reasonable facility for the carrying out of all works relating to above Installation in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of his work.

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

15)Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence from 7th day of receipt of work order issued by SBI as provided for in the said Conditions whichever is later and to complete the entire work within 60 days subject to nevertheless the provisions for extension of time.

16)All payments by the Employer under this Contract will be made by State Bank of India.

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

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

IN WITNESS WHEREOF THE PARTIES to their present have here under set and subscribed their hands, the day, month and year first above written.

Signed and delivered for and on behalf of the Employer

Shri. _____ its duly authorized official, In the presence of

1. (Name and Address) (Witness)

2. (Name and Address) (Witness)

Signed and delivered for and on behalf of the Contractor _____by
Shri _____ his duly authorized representative, in the presence of

1. (Name and Address) (Witness)

2. (Name and Address) (Witness)

B. GENERAL CONDITIONS OF CONTRACT

1.0 INTERPRETATION

In constructing these conditions, the specifications, the schedule of quantities, tender and agreement, the following words shall have the meaning herein assigned to them except where the subject or context otherwise requires.

In this connection, the following terms shall be interpreted as indicated below:

- i) **“The Employer/ Bank”** ‘means the State Bank of India (including branches and other offices) and any of its employees or representative authorized on their behalf.
- ii) **“Bidder”** means an eligible entity/ firm submitting the Bid.
- iii) **“The Contract”** means the agreement entered into between the Bank and the Contractor, as recorded in the Contract Form signed by both the parties, including all attachments, bid documents and appendices thereto, all documents incorporated by reference therein and other communications between the parties such as Work Order, Acceptance Letter etc.
- iv) **“Vendor/ Contractor”** is the successful Bidder to whom the work has been awarded.
- v) **“The Contract Price/ Project Cost”** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- vi) **“The Material/ Product”** means all the materials along with the accessories which the contractor is required to supply to the Bank under the Contract.
- vii) **“The Works/ Project”** shall mean the works to be executed or done under this contract.
- viii) **“The Site”** means locations where the proposed work is to be carried out and services as desired in this tender document are to be provided.
- ix) **“The Schedule of Quantities/ BOQ”** shall mean the schedule of quantities as specified and forming part of this contract.

Words importing persons include firms and corporations. Words importing the singular only, also include the plural and vice versa where the Context requires.

2.0 SCOPE OF THE WORK

The detailed scope of the work is given in the NIT/ BOQ

3.0 METHOD OF TENDERING

3.1 The bidding process shall be conducted online in Two Bid System on percentage rate basis through our e- Tendering Service Provider viz., M/s. e-procurement technologies ltd.

3.2 BID DOCUMENTS:- The work has to be carried out strictly according to the conditions stipulated in Bid consisting the following documents and in the most workman like manner,

- Notice Inviting Tender (NIT)
- General Conditions of Contract
- Price Bid

3.3 The above documents shall be taken as complementary and mutually explanatory of one another but in case of ambiguities or discrepancies, shall take precedence in the order given below :

- Price Bid
- General Conditions of Contract
- Notice Inviting Tender (NIT)

3.4 Complete set of Bid documents are available at the Bank's website <https://sbi.co.in> under "SBI in the News → procurement news" during the period mentioned in the NIT.

4.0 TENDER VALIDITY

4.1 The tenders submitted shall remain valid for acceptance for a period of Ninety days from the last date for submission of PRICE BID. Should any tenderer withdraw his tender before the expiry of the said period or makes any modifications to his tender, their EMD will be forfeited.

5.0 CLARIFICATION /AMENDMENTS AND CORRIGENDUM

5.1 Bidder requiring any clarification of the bidding document may notify us in writing at the address/ by e-mail given in the NIT within the date/time mentioned.

5.2. The clarifications to the queries received or amendments in the tender will be posted on the Bank's website <https://sbi.co.in> as a corrigendum/ Addendum. No individual communication will be conveyed to the Bidders. The interested parties/Bidders are advised to check the above website regularly till the date of submission of Bid document and ensure that clarifications / amendments issued, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. SBI will not take any responsibility for any such omissions by the Bidder. SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid taking into account the amendments.

5.3 Depending upon the site conditions and the Bank's requirements, a pre-Bid meeting, if required, will be held on the date and time specified in the tender which may be attended by the interested Bidders or their representatives and get their queries clarified.

5.4. SBI reserves the right to amend, rescind or reissue the tender, at any time prior to the deadline for submission of Bids.

5.5. No request for change in commercial/ legal terms and conditions, other than what has been mentioned in the tender or any addenda/ corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard therefore will not be entertained.

5.6. Any Queries received after the scheduled date and time will not be responded/ acted upon.

6.0 TENDER FEE

Nil.

7.0 EARNEST MONEY DEPOSIT (EMD)

7.1 The Earnest Money Deposit should be submitted physically in the form of a DD/BC as specified above. (Tenders without EMD and cost of the tender will be summarily rejected). Bank is not liable to pay any interest on Earnest Money Deposit. The EMD for unsuccessful tenderer shall be refunded to them without any interest after the decision to award the work is taken. The EMD of the successful tenderer shall be retained as part of Security Deposit and for the due fulfillment of the contract. If the successful tenderer refuses to take up the work/ does not start the work in time the EMD will be forfeited and the work order will be cancelled.

7.2 The EMD shall stand absolutely forfeited :-

- a. if the finally selected bidder revokes his Bid at any time during the period when he is required to keep his Bid open for acceptance by the SBI
(or)
- b. after the bid is accepted by SBI, the vendor refuses to enter into a formal agreement with the Bank
(or)
- c. the bidder fails to pay the initial security deposit as stipulated
(or)
- d. the bidder fails to commence the works within the stipulated time.

7.3 If the tendering process is delayed for any reason, the Bank will insist on the revalidation of the DD and the bidder has to get it revalidated and submit again.

8.0 INITIAL SECURITY DEPOSIT (ISD)

8.1 ISD shall be 2% of the contract value. The successful tenderer has to deposit with the Bank an amount equal to 2% of the tender amount (including EMD) in the form of DD/BC (as in the case of EMD) within two weeks from the date of award of work and the same shall be kept as part of the Total Security Deposit. No interest shall be paid on the amount retained by the Bank as Security Deposit.

9.0 TOTAL SECURITY DEPOSIT (TSD/ SD):

9.1 Apart from ISD as mentioned above, Retention money shall be deducted from each bill of the contractor @ 10 % of the gross value of the bill till Total Security Deposit equals to 5% of the accepted contract value i.e TSD= ISD + Retention Money. Security deposit shall not bear any interest.

9.2 The contractor shall make good at his own cost and to the satisfaction of the Employer all defects, which may appear within the defects liability period. In case of failure on the part of tenderer to do so, it shall be got done by SBI at the risk and cost of the tenderer and the cost of rectifying the defects through any other agency shall be deducted from the amount of security deposit or any other payment/deposits due to the contractor.

9.3 During the contract period, all compensation or other sums of money payable by the Contractor to Bank under the terms of this contract, will be deducted from the security deposit, or from any sum that may become due to the Contractor on any account whatsoever.

9.4 In the event of the Security Deposit being reduced by reasons of any such deductions, the Contractor shall within 7 days of being asked to make good, by DD, any sum which have been deducted from his security deposit.

10.0 COMPLETION PERIOD

10.1 Time is the essence of the contract. The entire work shall be completed by the Contractor within the stipulated period from the date of commencement of work. The date of commencement of work at site shall be within 7 (Seven) days from the date allotment letter or the date of handing over of the site whichever is later. The contractor should strictly adhere to the completion time schedule.

11.0 EXTENSION OF TIME

11.1 No request for extension will be entertained and the bidder has to plan and mobilize his resources for the satisfactory completion of the project within the time period agreed in the tender.

11.2 If in the opinion of the Employer, the work is delayed due to the following reasons not attributable to the contractor, the employer shall make a fair and reasonable extension of time, for completion of the Contract works

- a) By force majeure (or)
- b) By reason of any exceptionally inclement weather (or)
- c) By reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners of public authorities arising, than through the Contractor's own default (or)
- d) By the works not referred in the Schedule of Quantities or specifications (or)
- e) By reason of civil commotion, workmen strike or lock-out (or)
- f) In consequence of the Contractor not having in due time, necessary instructions from the Employer for which he shall have specifically applied in writing ahead of time, giving reasonable time to prepare such instructions

11.3 In case of such strike or lock-out, the Contractor shall as soon as possible give written notice thereof to the employer, but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all they may reasonably be required, to the satisfaction of the employer to proceed with the work.

11.4 In case the work is held up for any site conditions not attributable to the contractors or for any decisions instructions / want of details from Employer or for any of the conditions, the contractor shall be allowed reasonable extension of time by the employer but any claim for idle labour shall not be entertained by the employer. Contractor's quoted rates should include for all such contingencies.

12.0 LIQUIDATED DAMAGES

12.1 If the work is not completed in the specified time, the contractor will be levied liquidated damages @ ½ % per week of delay subject to a maximum of 5% of the contract amount. The tenderer must obtain for himself in his own responsibility and at his own expenses all the information necessary for the purpose of filling the tender and to enter into a contract with the Bank, he must examine the drawings, specifications, conditions etc., and must inspect the site of

work and must acquaint himself with all the local conditions and matters pertaining thereto. The tenderer shall also bear all expenses in connection with the submission of this tender.

13.0 AGREEMENT

14.1 The tenderer whose tender is accepted is bound to execute a formal agreement with the Bank within 15 days from the receipt of intimation of acceptance of his Bid by SBI and this agreement will include the duly completed form of tender, specifications conditions, other papers therein, special conditions, all drawings etc., but his liability will commence from the date of the written acceptance of the tender whether the formal agreement is drawn or not. The contractor shall bear all expenses in connection with the execution of the said agreement including fees for stamps and registration of documents as required.

14.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

14.1 SBI does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning of reasons thereof. Further, the SBI reserves the right to award any portion of the work to different tenderers or to award the entire work to one tenderer. SBI reserve the right to cancel the Bidding process and reject all Bids at any time prior to award of the contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the SBI's action.

14.2 The acceptance of a tender rests with the Competent Authority, who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received, without assigning any reasons. All tenders in which any of the prescribed conditions are not fulfilled, or are incomplete in any respect are liable to be rejected.

14.3 The notification of award will constitute the formation of the Contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the PO within 15 days from the date of issue of work order and to enter into an agreement with the Bank.

15.0 The compensation or other sums of money payable by the contractor to the Bank under the terms of contract may be deducted from his EMD/ SD if the amount so permits and the contractor shall unless such deposits become otherwise payable within ten days, after such deductions, make good in cash the amount so deducted.

15.1 The work shall be carried out under the directions and supervision of and subject to the approval in all respects by the Bank's Engineer.

15.2 In case of Working branches/Offices - The work has to be done in a functioning office. The contractor shall carryout work without causing inconvenience to the officials working in the premises and must remove the day to day debris from the site. Necessary site protection works and safety precautions shall be arranged by the contractor at his own cost before commencement of the work. No separate payment shall be made for dismantling and re-arrangement of existing counters, partitions etc. for temporary functioning of the branch.

16.0 BID PREPARATION:

16.1 The Bidder is advised to inspect the site and satisfy himself on his own responsibility and his own expenses all the following information and data which may be required for the purpose of preparation and submission of their bids:

- i) Security gate pass requirements
- ii) Storage space for the materials
- iii) Permissible working hours at the site
- iv) any other adverse conditions or hindrance for executing the work
- v) traffic regulations, law & order situations in the area
- vi) Whether work has to be executed in coordination with other agencies like Electrical, AC, Civil contractor etc if any involved.

16.2 The quantities indicated in the BOQ are only probable quantities and are liable to alteration by omission, reduction or addition. Payment shall be made on the basis of actual quantities of work done at the accepted rates. No alterations which are made by the tenderer in the drawings, specifications or in probable quantities accompanying the tender will be recognized and the tender is likely to be invalidated. Remarks and explanations should be given in a separate cover along with EMD and will become binding only if specially accepted in writing by the Bank at the time of acceptance of tender.

16.3 The Bidder will be fully responsible for considering the financial effect of any or all the above factors while submitting his Bid. SBI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

17.0 EXECUTION OF WORKS

17.1 On acceptance of the tender the contractor shall in writing submit to the Bank the names of his accredited representatives who will be responsible to take instructions from the Bank.

17.2 The work or any part of it shall not be transferred assigned or sublet without the consent of the Bank.

17.3 The contractor shall be required to co-operate and work in accordance with and afford reasonable facilities for such other agencies / specialists as may be employed by the Bank on other work/sub works in connection with the work.

17.4 The contractor is required to comply with all acts of Government relating to labour and the rules and regulations made there under from time to time and submit at the proper times all particulars and statements required to be furnished to the labour authorities.

17.5 In carrying out the work, the contractor shall comply with the provisions of the safety code. The rates shall be inclusive of all taxes (except GST), cost of materials, labour, scaffolding, ladders, lifting of the materials etc.

17.6 Bank will not take any responsibility to provide any material including water/ electricity. However, contractor may use the available water/ power supply without causing any inconvenience to the Bank functioning by paying consumption charges as per the prevailing rates.

17.7 If the Contractor has concealed any of the items of work without informing SBI Engineer, the same shall be opened up for measurement and made good to the original finishing at the contractor's expenses. If the contractor refuses to do so, then the same will not be considered for measurement and no payment may be made for such materials.

17.8 The contractor shall not execute any extra work other than the Bank's written instruction. No works, for which rates are not specifically mentioned in the price bid, shall be taken up without written permission of the Bank.

17.9 Should any dispute or differences arise after the execution of any work as to measurements etc., or other matters which cannot be conveniently tested or checked, the decision of SBI shall be accepted as correct and binding on the contractor.

17.10 It is the responsibility of the Contractor to arrange/provide the tools, ladder, stands or any other gadgets or supports required for the execution of the work at site and Bank will not provide or entertain such requests.

18.0 MATERIALS, WORKMANSHIP, SAMPLES, TESTING OF MATERIALS

18.1 All the works specified and provided for in the specifications or which may be required to be done in order to perform and complete any part thereof shall be executed in the best and most workman like manner with materials of the best and approved quality of the respective kinds in accordance with the particulars contained in and implied by the specifications and as represented by the drawings or according to such other additional particulars, and instructions as may from time to time be given by SBI during the execution of the work and to his entire satisfaction. The Contractor shall use only products bearing ISI marking in the work for those materials for which no makes are mentioned in the tender.

18.2 No refurbished, second hand and spurious materials should be used. If required, the contractor has to submit the details of the source of his purchase of materials to SBI. SBI reserves its right to enquire and collect data from the supplier to confirm the authenticity of the materials. SBI has the right to stringent action against the contractor, as deemed fit, in addition to suspend / cancel the contract.

18.3 Contractor should get approval of the samples of materials in advance with SBI's Engineer before use of the same in the work. Should be contractor desire to substitute any specified materials with "Equal" or "Other approved" etc., he/ they must obtain the specific approval of the Bank/SBI in writing for any such substitution, well in advance.

18.4 Samples of all materials to be used must be submitted when so directed by SBI. If required, the contractor shall have to carry out tests on materials in approved materials testing laboratories or as prescribed by SBI at his own cost to prove that the materials etc., under test conform to the relevant I.S Standards or as specified in the specifications. The necessary charges, transporting, testing etc., shall have to be borne by the contractor. No extra payment on this account will be entertained.

18.5 If the contractor has used any material which is not complying with the specifications, or the workmanship is bad or the material used is substandard or second hand etc, SBI shall during the progress of the work have power to order the removal and substitution of the material or proper re-execution of the work within a reasonable time. In case the contractor refuses to comply with the

order, SBI shall have the power to employ other agencies to rectify or re-execute the work at the cost and risk of the contractor.

18.6 Any damage (during the work) to any part of the work or to the premises for any reasons due to rain, storm or neglect of contractor shall be rectified by the contractor in an approved manner at no extra cost.

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

18.8 When the employer observes that the progress of the work is not satisfactory or very slow or not in a workmanship manner or of poor quality or violative of safety protocols etc, the contractor shall be issued a suitable advise to rectify the same or replace the materials or redo the entire work, within a reasonable time frame. If the contractor could not rectify the things within the time frame given, in the interest of the work, the Employer reserves the right to execute any part of the work included in this contract or the entire work by any other Agency or persons and contractor shall allow all reasonable facilities and extend cooperation for the execution of such work.

18.9 All expenses consequent thereon or incidental thereto as certified by SBI shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor. No certificate, shall relieve the contractor from his liability in respect of unsound work or bad materials.

19.0 PAYMENT TERMS

- i) No advance payment.
- ii) As stated in NIT.
- iii) Payment shall be made by way of Electronic fund transfer and the bill will be paid by the Branch.
- iv) Contractor should furnish details of the bank A/c no, IFSC code along with their invoices.

19.1 Part/ Interim payment is paid as per the payment terms mentioned in the NIT. All the interim payments shall be regarded as payments by way of advance against the final payment only and not as payments for work actually done and completed, and shall not preclude the requiring of bad, unsound, and imperfect or unskilled work to be removed and taken away and reconstructed, or re-erected or be considered as an admission of the due performance of the contract, or any part thereof in any respect or the accruing of any claim, nor shall, it conclude, determine or affect in any way the power of the Employer under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the contract.

19.2 If the Bank has supplied any materials or goods to the contractor, the cost of any such materials or goods will be progressively deducted from the amount due to the contractor in accordance with the quantities consumed in the work.

19.3 The final bill shall be accompanied by a certificate of completion or Commissioning report signed by an official of the Bank. The acceptance of the payment of the final bill by the contractor would indicate that he has no further claim in respect of the work executed.

19.4 **GST as applicable shall be paid extra** and the same shall be clearly shown in the invoices.

19.5 **Income Tax, Labour Welfare fund, GST-TDS** and any other taxes as applicable from time to time will be deducted at source as per the rates prevalent at the time of payment of bill.

20.0 GST:

- a. It is the responsibility of the bidder to ensure that the GST is valid and active. Payments will not be made to inactive or invalid GST invoices.
- b. Reimbursement of GST will be made only on submission of proper GST invoice as per applicable GST provision. Non-GST invoices will not be accepted. The contractor should comply with the following.
- c. Contractor should have GST Registration Number
- d. Invoice should specifically disclose the amount of GST levied at applicable rate as per GST provision
- e. In case of Correction in the bills after scrutiny, contractor should submit fresh bills for payment
- f. Contractor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the contractor
- g. The GST Number of State Bank of India for Kerala State -**32AAACS8577K2ZX**

20.1 The works will be paid for as “measured work” on the basis of actual work done and not as “lump sum” contract, unless otherwise specified.

20.1 All items of work described in the schedule of quantities are to be deemed and paid as complete works in all respects and details including preparatory and finishing works involved, directly related to and reasonably detectable from the drawings, specifications and schedule of quantities and no further extra charges will be allowed in this connection. In the case of lump-sum charges in the tender, in respect of any items of work, payment will be made for the actual work done, on the basis of lump sum charges, as will be assessed by SBI.

20.2 The rates quoted shall be firm till completion of work and no escalation shall be considered. The employer is entitled to deduct all taxes and rates as per existing laws and rules, from any moneys due or that may become due to the contractor. The contractor shall indemnify the employer from and against all claims, demands, proceedings, damages cost and expenses which may be brought or made against the employer or to which it may be put by reason of the contractor not conforming to or complying with any of the provisions or requirements of any act or sections, Central or State rules and regulations Bye laws of local authorities Panchayat, Collector of any other companies relating to or in water, light or amenities at the site.

21.0 Governing Language:

All communication with respect to the Bid, clarifications, replies, contract documents etc shall be in English.

22.0 Safety Guidelines for the Contractor:

The Contractor should follow the following General safety Guidelines while executing the work:

22.1 Smoking is strictly prohibited at workplace.

22.2 No one is allowed to work at or more than three meters height without wearing safety belt and anchoring the lanyard of safety belt to firm support preferably at shoulder level. Chinstrap of safety helmet shall be always on and safety boot is worn.

22.3 Usage of eye protection equipment shall be ensured when workmen are engaged for grinding, chipping, welding and gas-cutting. For other jobs eye protection has to be provided as per the need.

22.4 All safety appliances like Safety shoes, Safety gloves, Safety helmet, Safety belt, Safety goggles etc. shall be arranged before starting the job.

22.5 Excavated pits for earthing, cable laying shall be barricaded till the backfilling is done. Safe approach to be ensured into every excavation.

22.6 Preferably the work shall be carried out during the daytime. However, adequate illumination at workplace shall be ensured in case any work is carried out at night.

22.7 All the dangerous moving parts of the portable / fixed machinery being used shall be adequately guarded.

26.8 Ladders being used at site shall be adequately secured at bottom and top. Ladders shall not be used as work platforms.

22.9 Debris, scrap and other materials to be cleared from time to time from the workplace and at the time of closing of work every day. Dismantled Material shall not be thrown from the height and shall be properly disposed off to prevent any injury to public/staff.

22.10 Other than electricians no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.

22.11 All electrical connections shall be made using 3 or 5 core cables, having a earth wire.

22.12 Inserting of bare wires for tapping the power from electrical sockets is completely prohibited and plug tops of suitable capacity only shall be used.

22.13 All the unsafe conditions, unsafe acts identified by contractors, reported by SBI/ SBI to be corrected on priority basis.

22.14 No children or physically challenged persons shall be allowed to enter the workplace and shall not be utilized for any service during execution of the work.

22.15 All the Gas cutting, sharp tools, flammable materials and tackles shall be stored properly and safely when not in use.

22.16 Clamps shall be used on Return cables to ensure proper earthing for welding works.

22.17 Return cables shall be used for earthing.

22.18 All the pressure gauges used in gas cutting apparatus shall be in good working condition and in case of any leakages, the same shall not be used.

22.19 Proper eye washing facilities shall be made in areas where chemicals are handled.

22.20 Connectors and hose clamps are used for making welding hose connections.

22.21 Tapping of power by cutting electric cables in between must be avoided. Proper junction boxes must be used.

23.0Responsibility for safety of building: The contractor shall be responsible the safety of the works (including the materials temporary buildings and plants) until they are taken over by the employer and they shall stand at their risk and be in the sole charge of the contractor who shall be responsible for and must with all possible speed make good all damage from whatever cause. **All the debris shall be removed and disposed of away from the site at the contractors own risk and cost.**

24.0The contractor shall provide at his own cost all materials (except such materials if any, as may in accordance with the contract be supplied by the employer) machinery, plant tools, appliances, implements, ladders, cordage, tackle, scaffolding, in fact everything necessary or proper for the proper execution of work, whether the same may or may not be particularly shown or inferred there from and if the contractor finds any discrepancy in the drawings or between the drawings, schedule of quantities and specifications he shall immediately and in writing refer to the Bank who shall decide which is to be followed.

25.0Payment will be released only after completion of the work to the satisfaction of the Bank. However, interim bills will be considered subject to ceiling as mentioned in NIT.

26.0The contractor has to undertake repairs/ rectifying the defects whatsoever during the defects liability period, failing which the security deposit shall be forfeited.

27.0The costs of the tests and of the materials and labour and equipment, involved in the testing operations shall be borne by the contractor.

28.0 BID SUBMISSION

28.1 Only those bidders satisfying the eligibility criteria given in the NIT need to apply. Tenders (Technical bid, EMD & any other details sought for) should be submitted in physical form to the office of the Regional Manager as stated above. After opening and shortlisting the bidders, the qualified bidders will be intimated to participate in the e-price bidding, The qualified bidder should log into the website <https://etender.sbi> well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. The server time (which is displayed on the online portal dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission. Bidder will be responsible for any delay due to other issues.

28.2 The bidders should submit their price bids online with their valid digital certificate, which confirms that the bidders have read and understood the tender terms and conditions. Claiming ignorance of all the terms and conditions in this tender either before or after the PO is issued or during the progress of the work will not be accepted.

28.3 The bidder shall submit the documents enlisted in the checklist in the NIT in the softcopy format. ie scanned copy of the documents either in PDF or JPEG format as required. SBI will not be held responsible for any sort of delay or the difficulties faced during the submission of bids

online by the bidders. The bidder should see that the documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

28.4 The documents submitted in the **Tender should NOT contain any price information.** Such Bid, if received, will be rejected.

28.5 The bidder shall submit his quotes **online** through the PRICE BID in the e-procurement portal. The price bid will be opened only if the Bid is **unconditional** and the bidder qualifies as per eligibility criteria and meets technical specifications.

28.6 If required, SBI shall conduct e-reverse auction among the qualified bidders and the same shall be communicated to the bidders.

28.7 No claim for submission of offline bids will be entertained. Such bids will not be considered.

29.0 PRICE BID: RATES QUOTED BY BIDDER

29.1 The contractor shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid for the works and the rates/ amounts stated in the schedule of quantities and / or the schedule of rates and amount as provided covering all his obligations under the contract and all matters necessary for proper completion of the works expected in this document.

29.2 The rate quoted shall be firm and shall include costs of all materials, loading, transport, unloading, Installation charges, wastage of materials during execution, levies, Octroi(if applicable), local body taxes (if applicable), all type of Insurance Charges, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work etc..

29.3 Unless otherwise provided in the Schedule of Quantities/Specifications, the rates tendered by the contractor shall be all inclusive and shall apply to all heights, lifts, leads and depths of the work and No extra charges will be paid over and above the contract amount on account of any other charges (existing or future addition) or on any other account.

29.4 The GST shall be paid extra as applicable.

29.5 Rate Revision in the contract amount is not permitted during the validity period of the contract for any reason including during the extended period, if any.

29.6 Any request for review of the price bid after the bid opening will not be entertained.

29.7 The tenders must be submitted online in the prescribed bid format only. The tenderer must quote the rate for each item in the column provided in the Bill of Quantities. Other details like amount in figures and words will be displayed automatically.

a. No modifications are permitted after quoting the rates online. However, if errors are made, the bid shall be withdrawn and revised quote shall be submitted within the time allotted for bid submission.

- b. In the event of a discrepancy between the rate quoted in figure and words, the rate quoted in figures shall be taken into consideration as the rate in words is auto populated based on the rate quoted in figures..

30.0 PRELIMINARY EXAMINATION

30.1 SBI will examine the Bids to determine whether they are complete, on required formats & accompanied by supporting Documents and the Bids are conforming to all the terms and conditions of the Bidding Document without any deviations and are generally in order.

30.2 If a Bid is not conforming to the terms and conditions, it will be rejected. However, SBI will have right to demand submission of more information as required, if any of the document is partly submitted. If the bidder does not respond within the stipulated time, SBI will reject or disqualify the bid.

31.0 TECHNICAL EVALUATION

31.1 Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

31.2 During evaluation of bids, the SBI may, at its discretion ask the bidders for clarification of its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained.

31.3 The tenders must be unconditional. Conditional tenders leading to unknown / indefinite liability may be summarily rejected.

32.0 EVALUATION OF PRICE BIDS AND FINALIZATION

32.1 Only those Bidders who qualify in Technical evaluation would be shortlisted and the online price bid submitted by the bidder will be opened.

32.2 The L1 Bidder will be selected on the basis of net total of the price evaluation as quoted in the Online Percentage rate bidding or Reverse Auction (if conducted).

32.3 In case, the lowest tendered amount of two or more contractors are the same, such lowest contractors will be again asked to submit sealed/ online "Revised +/- percentage (%) offers" on their quoted amount including all sub sections/ sub heads as the case may be, but the revised total quoted amount shall, in no case, be higher than the quoted amount during their initial offer for the project. The lowest tender shall be decided on the basis of revised offers.

32.4 The process of sealed/ online rebidding amongst two or more contractors offering same rates shall continue till L-1 bidder is discovered.

32.5 In case, any such contractor(s) (quoted same tender amount during initial bidding or subsequent rebidding) refuses to submit revised offer, it shall be treated as 'withdrawal of tender' by the contractor before acceptance and their Earnest Money shall be forfeited.

32.6 In case, all the lowest contractors those who have quoted same tendered amount, refuse to participate in online revised bidding process for the project, the EMD of such contractors shall be forfeited and the tenders shall be re-invited for the project. Such contractors shall not be allowed to participate in the retendering process of the work

32.7 Further, contractors submitting erratic and unreasonably low offers ie., below minus 25% of estimated cost, shall submit additional security deposit (equal to difference in estimated cost vis-à-vis final tender amount quoted) as Performance Guarantee in the form of “Unconditional Bank Guarantee” or Demand Draft favouring SBI. This Performance Guarantee shall be released after satisfactory completion of work. (Estimated value excluding GST will be compared with quoted value excluding GST)

32.8 If the L1 bidder refuses to give the Performance Bank Guarantee, then the EMD will be forfeited and the tender will be re-invited. The L1 bidder will not be allowed to participate in the retendering process.

32.9The applicant should have a **valid digital certificate for submission of online Technical Bid if desired by the Bank**. On the date specified for tender opening, technical bid will be opened and evaluated. Thereafter, online price bidding shall be done with the qualified tenderers.

33.0CONTACTING THE BANK:

33.1No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.

33.2Any effort by a Bidder to influence Bank in its decisions on Bid evaluation, or contract award may result in rejection of the Bid.

34.0AWARD OF WORKS

34.1SBI will award the Contract to the successful Bidder whose Bid is the lowest evaluated Bid.

34.2 SBI reserves the right at the time of award of contract to increase or decrease the quantity of work and / or services from what was originally specified while floating the tender, without any change in unit price or any other terms and conditions.

35.0VARIATION IN QUANTITY / SUBSTITUTION OF ITEM

35.1The Schedule of Quantities unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Procedure shall be considered to be approximate and no liability shall attach to the employer for any error which may be discovered therein.

35.2The Employer reserves the right to increase or decrease or delete or omit or execute only a part or the whole or any excess thereof, as per the site requirements, without assigning any reason therefor at the time of allotment / execution of work. Contractor will be paid for the actual work done at the site. No variation shall vitiate the contract.

35.3The tender rates shall be fixed and applicable for any increase or decrease in the tendered quantities. Nothing extra will be paid by the Bank on account of omission / deletion of items or decrease in the quantity of items. The Bank shall not entertain any claim whatsoever from the

contractor on this account. Payment will be made on actual measurement of the work done. All measurements shall be as per relevant I.S. standards

35.4 Bank reserves the right to order more quantities than what is mentioned in this tender (at the same rate and terms and conditions) either at the same site or other sites as per the need within the validity of this tender.

35.5 The price of all additional items/non-tendered items will be worked out on the basis of rates quoted for similar items in the contract wherever existing. If similar items are not available, the rates for such items will be derived as per standard method of rate analysis based on prevalent fair price of labour, material and other components as required with 15% towards contractor's profit and overheads.

36.0 CONTRACTOR'S EMPLOYEES

36.1 The Contractor shall employ technically qualified / having appropriate skill and competent persons fully trained and adequately experienced Electricians, who are medically fit. They should be free from any contagious diseases. The Electricians shall be well mannered and properly dressed with shoes etc.

36.2 The contractor shall provide necessary training on safety measures while executing the work wherever necessary so as to avoid accident. The Bank shall not be responsible for any accident occurred or damage incurred or claims arising there from during the execution of work. The contractor shall also provide all risk insurance policy including third party insurance as may be necessary to cover the risk.

36.3 The contractor / firm shall be held responsible for any misdeeds / misbehaviour of their employees within the premises. Bank is not responsible for any damages or claims on account of the misbehavior / misdeeds of his employees. For this purpose, any person supplied by the contractor to be engaged on the work on regular basis or as an alternate arrangement, under the direct order or control of the Employer or his representative shall be deemed to be a person employed by the contractor.

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

36.5 No employee of the Bank is allowed to work as a contractor for a period of 2 years of his/her retirement from Bank Services without previous permission of the Bank. This contract is liable to be cancelled, if either the contractor or any of his employees is any time to be such a person who had not obtained the permission of Bank as aforesaid before submission of the tender or engagement in the contractor's service.

36.6 Contractor should not engage child labour in any of the activities in this contract.

36.7 The contractor shall not employ person who is not an Indian National.

36.8 The Electrician shall not over stay in the Bank premises other than the time permitted by the Bank or in the odd hours or holidays unless or otherwise required by the Branch for specific reasons like maintenance, repair works etc.

36.9 In respect of all labour employed directly or indirectly on the work for the performance of the contractor's part of work, the contractor at his own expense, will arrange for the safety provisions as per the statutory provisions, B.I.S recommendations, factory act, workman's compensation act, CPWD code and instructions issued from time to time.

36.10 The Contractor's workmen will not have any right whatsoever to get absorbed in the Bank. The Contractor shall be responsible for all the claims of the employees of the Contractor and shall not make and claim whatsoever against the Bank. The Contractor shall be responsible for all statutory requirements e.g. ESI, PF, labour registrations, Insurance coverage etc. The operator is responsible for compliance of all the rules & safety regulations etc.

36.11 Minimum wages as prescribed by the Labour Act shall be payable to the operator(s) by the contractor as the case may be. The Contractor shall bind himself and keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

37.0 WORKING HOURS AT THE SITE

As instructed by Bank. Contractor to ensure that the routine operations at the site are not affected by the contract work. If required, they have to work on the Bank Holidays in coordination with other agencies and Bank.

38.0 SUBCONTRACTING

42.1 The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, shall take a new partner, without written consent of the Employer and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress

39.0 STORAGE OF MATERIALS

39.1 The contractor shall store their materials like fixtures, cables, conduits, wires, tools etc in the site with the permission of the Bank. However, the contractors shall be responsible for the custody and security of all materials and equipment at site. No claim for loss or theft will be entertained by the Bank.

39.2 Shelter or stay and other amenities for the electricians have to be arranged by the contractor at his own expense and responsibility.

39.3 On completion of the works, the contractor shall remove all tools, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Bank

40.0 FORCE MAJEURE

40.1 Notwithstanding the provisions of General terms and conditions of the Contract, the contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

40.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bandh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Contractor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

40.3 If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

41.0 COMPLIANCE OF STATUTORY REGULATIONS

41.1 The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the Regulations and Bye-Laws of any authorities like Electricity, Pollution Control Boards, Municipal Authorities, water and Sewerage boards and shall before making any variations from the drawings or specifications that may be associated to so conform, give the Employer written notices specifying the variations proposed to be made and reasons for making them and apply for instruction thereon. The Employer on receipt of such intimation shall give a decision within a reasonable time.

41.2 The contractor/s shall arrange to give all notices required for by the said Acts, Regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer. The Contractor shall indemnify the Employer against all claims in respect of patent rights, designs, trademarks or name or the protected rights in respect of any equipment, machine, work or material used for or in connection with the works or temporary works and from and against all claims, demands, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall defend all actions arising from such claims, unless he has informed the Employer, before any such infringement and received their permission to proceed and shall himself pay all royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

41.3 The contractor should strictly abide by the Central/State labour regulation for the Minimum Wages, Payment of wages, Workmen Compensation, PF, ESI, Contract labour, including the latest amendments, if any and other safety regulations.

41.4 The contractor shall keep the Employer saved harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen.

42.0 INSURANCE & DAMAGE TO PERSONS AND PROPERTY ETC

42.1 The insurance shall be for an amount equal to 110 percent of the value of the contract on "All Risks" basis, valid until the Completion of the project or handing over whichever is later.

42.2 Should any loss or damage occur, the Vendor shall initiate and pursue claim till settlement and promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.

42.3The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and / or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract.

42.4The contractor shall reinstate all damages of every sort mentioned in this clause so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property of third parties.

42.5The contractor shall affect the insurance necessary and indemnify the Employer entirely from all responsibility in this respect.

42.6The contractor shall be responsible for anything, which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

42.7The Employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due to or to become due to the contractor.

SPECIAL CONDITIONS OF CONTRACT

▪The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and the rates and amounts stated in the schedule of quantities and / or the schedule of rates and amount which rates and amounts shall expect as otherwise provided cover all his obligations under the contract and all matters and this necessary for the proper completion of the works.

▪The contractor shall indemnify the employer against all claims in respect of patent rights and shall defend all actions arising from such claims and shall himself pay all royalties, license fee, damage, cost and charges of all and every sort that may legitimately be incurred in respect thereof.

▪Work not to be sublet: The whole of the works included in the contract shall be executed by the contractor who shall not directly or indirectly transfer, assign or mutilate the contract or any part thereof or interest therein without the written consent of the employer and no undertaking shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the works during their progress.

▪Insurance of the works: The contractor shall within 7 days from the date of commencement of the works at his cost and keep them insured until one month after the works and taken over by the employer or three months after the date of completion whichever is earlier, against loss or damage by fire and usual risks other than fire against which insures generally provide cover in a CONTRACTOR'S ALL RISK POLICY' with Names of the employer and contractor (the name of the former being placed first in the policy) for the full amount of the contract. Such policy shall cover the property of the employer only and consultant and surveyor's fees for assessing the claim and in connection with his services generally in reinstatement sub-contractor or employee. The contractor shall deposit the policy and receipts for the premium paid with the Bank within a week of the date of commencement of the work unless otherwise instructed by the Bank on his behalf may be due or that may become due to the contractor.

▪The contractor shall as soon as the claim under the policy is settled or the work reinstated by the insures should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire or other such risk had not occurred and in all respects under the same conditions of contract.

▪The contractor, in case of rebuilding or reinstatement after fire or other such usual risk shall be entitled to such extension of time for completion as decided by the Bank.

▪Accident or Injury to Workman: The Bank shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor, save and except an accident or injury resulting from any act or default of the Bank or their agents, or employees. The contractor shall indemnify and keep indemnified the Bank against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

▪Insurance against accidents etc. to workmen: The contractor shall insure against such liability with an insurer approved by the Bank during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the Bank such policy of insurance and receipt for payment for the current premium. Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligations to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the Bank is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Bank when such policy of insurance and the receipt for the payment of the current premium

▪Local laws, Acts, Regulation: The contractor shall strictly adhere to all prevailing labour laws inclusive of Contract Labour (Regulation and Abolition Act 1970) and other safety regulations. The contractor shall comply with the provisions of all labour legislation including the latest requirements of all the Acts, laws, any other regulations that are applicable to the execution of the project

- i) Minimum Wages Act 1948 (Amended)
- ii) Payment of Wages Act. 1936 (Amended)
- iii) Work men's Compensation Act 1923 (Amended)
- iv) Contract Labour Regulation and Abolition Act 1970 and Central Rules 1971 (Amended)
- v) Apprentice Act 1961 (Amended)
- vi) Industrial Employment (Standing Order) Act 1946 (Amended)
- vii) Personal Injuries (Compensation Insurance) Act 1963 and any other modifications.

- viii) Employees' Provident Fund and Miscellaneous Provisions Act 1952 and amendment thereof
- ix) Shop and Establishment Act.
- x) Any other act or enactment relating thereto and rules framed there under from time to time.

▪In case, of extra items, where similar or comparable items are quoted in the tender, extra rates shall invariably be based on those tender rates to the extent reasonable. In case of extra items, where similar items are not available in the tender, the rates for such items shall be derived as per C.P.W.D analysis of rates or market rates as applicable.

▪SETTLEMENT OF DISPUTES AND ARBITRATION:

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used on the work or as to any other question, claim, right matter or thing whatsoever in any way arising out of our relating to the contract, designs, drawings, specifications, estimates, instructions orders or these conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the progress of work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- 4.If the contractor considers that he is entitled to any extra payment or compensation in respect of the works over and above the amounts admitted as payable by the Architect or in case the contractor wants to dispute the validity of any deductions or recoveries made or proposed to be made from the contract or raise any dispute, the contractor shall forthwith give notice in writing of his claim, or dispute to The Regional Manager (in the address as stated above) and endorse a copy of the same to the Architect, if any, within 30 days from the date of disallowance thereof or the date of deduction or recovery. The said notice shall give full particulars of the claim, grounds on which it is based and detailed calculations of the amount claimed and the contractor shall not be entitled to raise any claim nor shall the bank be in any way liable in respect of any claim by the contractor unless notice of such claim have been given by the Contractor to the respective Manager (address as stated above)in the manner and within the time as aforesaid. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified to the respective Regional Manager in writing in the manner and within the time aforesaid.
5. Regional Manager shall give his decision in writing on the claims notified by the contractor. The contractor may within 30 days of the receipt of the decision of the respective Regional Manager submit his claims to the conciliating authority namely the Dy. General Manager (B&O), State Bank of India, Administrative Office, **Kottayam** for conciliation along with all details and copies of correspondence exchanged between him and the Branch/ RBO.

- (c) If the conciliation proceedings are terminated without settlement of the disputes, the contractor shall, within a period of 30 days of termination thereof shall give a notice to the concerned Chief General Manager of the Bank for appointment of an arbitrator to adjudicate the notified claims failing which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- (d) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes of differences arising out of the notified claims of the contractor as aforesaid and all claims of the Bank shall be referred for adjudication through arbitration by the Sole Arbitrator appointed by the Chief General Manager. It will also be no objection to any such appointment that the Arbitrator so appointed is a Bank Officer and that he had to deal with the matters to which the Contract relates in the course of his duties as Bank Officer. If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed in the manner aforesaid by the said Chief General Manager. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each dispute along with the notice for appointment of arbitrator.

It is also a term of this contract that no person other than a person appointed by such Chief General Manager as aforesaid should act arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made thereunder. It is also a term of the contract that if any fees are payable to the arbitrator these shall be paid equally by both the parties. However, no fees will be payable to the arbitrator if he is a Bank Officer.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their settlement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof, shall be paid and fix or settle the amount of costs to be so paid.

SAMPLE BUSINESS RULE DOCUMENT

ONLINE E-TENDERING FOR ““(name of the work)””.

I. Business rules for E-tendering:

1. Only technically qualified contractors will be invited by the SBI. SBI will engage the services of an E-tendering service provider who will provide necessary training and assistance before commencement of online submission of bids on Internet.
2. In case of e-tendering, SBI will inform the vendor in writing/ through e-mail, the details of service provider to enable them to contact and get trained.
3. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
4. Contractors have to send by email, the compliance form in the prescribed format (provided by service provider), before start of E-tendering. Without this the vendor will not be eligible to participate in the event.
5. The Contractors will be required to accept the terms and conditions online, upload relevant documents if any, submit the various documents in sealed Envelope to the office address mentioned hereinbefore by the stipulated date i.e. (1) Form of Submission of tender & Process Compliance Statement (Annexure I & II) (2) Demand Draft of specified amount towards EMD & Technical Bid. Contractors not submitting any one or more documents shall not be eligible to participate in the on-line price bidding.
6. E-tendering will be conducted on schedule date & time.
7. **The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.**

II. Terms & conditions of E-tendering:

1. SBI shall finalize the Tender through e-tendering mode for which M/s. e-Procurement Technologies (P) Ltd, Ahmedabad has been engaged by SBI as an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same while bidding.
2. E-tendering shall be conducted by SBI through **M/s. e-Procurement Technologies (P) Ltd, Ahmedabad**, on pre-specified date. While the Contractors shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Contractors themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements /alternatives such as

back-up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. Failure of power at the premises of Contractors during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this the time for the E-tendering cannot be extended and SBI is not responsible for such eventualities.

3. M/s. e-Procurement Technologies (P) Ltd, Ahmedabad shall arrange to train nominated person(s), of the bidder without any cost. They shall also explain to the bidders all the Rules related to the E-tendering. The bidders are required to give their compliance on it before start of bid process.
4. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online-tendering.
5. **BID PRICE:** The Bidder has to quote the rate as per the sealed bid displayed in the e-tendering portal.
6. **VALIDITY OF BIDS:** The Bid price shall be firm for the period specified in the tender document and shall not be subjected to any change whatsoever.

III. Procedure of E-tendering:

1. The hardcopy of the Technical as well as Price Bid is available on the Bank's website during the period specified in the NIT.
2. Online e-tendering is open to the bidders who are technically qualified for participating in the price bidding as per provisions mentioned hereinabove through SBI approved Service Provider.
3. The Price-Bid shall be made available online by the Service Provider wherein the contractors will be required to fill-in their Item-wise rates for each item.
4. The Contractors are advised not to wait till the last minute to submit their online percentage rates in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
5. **.LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by **M/s. e-Procurement Technologies (P) Ltd, Ahmedabad**. The Bidders are requested to change the Password after the receipt of initial Password from **M/s. e-Procurement Technologies (P) Ltd, Ahmedabad**. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
6. **BIDS PLACED BY BIDDER:** Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBI shall be at liberty to take action as per the tender terms and conditions including forfeiting their EMD

7. At the end of the E-tendering, SBI will decide upon the winner. SBI's decision on award of Contract shall be final and binding on all the Bidders.
8. SBI shall be at liberty to cancel the E-tendering process /tender at any time, before ordering, without assigning any reason.
9. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
10. Other terms and conditions shall be as per techno-commercial offers and other correspondences in this regard.

IV. Other Terms &Conditions:

- 1.The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers/ bidders.
- 2.The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- 3.SBI decision on award of Contract shall be final and binding on all the Bidders.
- 4.SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion. SBI or its authorized service provider M/s. e-Procurement Technologies (P) Ltd, Ahmedabad shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- 5.SBI or its authorized service provider M/s. e-Procurement Technologies (P) Ltd, Ahmedabad is not responsible for any damages, including damages that result from, but are not limited to negligence.
- 6.SBI or its authorized service provider M/s. e-Procurement Technologies (P) Ltd, Ahmedabad will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.:- All the Bidders are required to submit the Process Compliance Statement (Annexure-I) duly signed to **M/s. e-Procurement Technologies (P) Ltd, Ahmedabad.**

All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.

G. APPENDIX TO CONDITIONS OF CONTRACT

[illegible]

	CHECK LIST (PRICE BID) (shall be submitted online)	Yes / No
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SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

A- SCOPE OF WORK

- d. Scope of work covers Design, Supply, Installation, Commissioning and five years Comprehensive warranty of **35 kWp** Grid Connected Roof Top Solar PV Power Plant under Net Metering in CAPEX Model at SBI **Cherthala** as per the technical specification given in this bid.
- b. Wiring up to Distribution Board from the SPV Rooftop system will be in the scope of the successful bidder(s).
- c. Performance testing of the complete system.
- d. Supply and Installation of system and material as per technical specification
- e. A leaflet containing the details of operation and the service centers shall be provided to each concerned SBI Branches.
- f. The contractor shall do necessary coordination and all liaison works involved with concerned agencies like Kerala State electrical Inspectorate and KSEB Ltd. for procuring necessary approvals on behalf of the SBI. The cost of approvals and bi-directional meter, CT/PT shall be borne by the L-1 bidder only. Liaison with MNRE or Central/ANERT(State Government for obtaining capital subsidy), if applicable. No extra payment shall be made by the SBI for liaising works to the vendor. However, statutory fees paid by the vendor on behalf of SBI to the Government Departments/Electricity Boards for approval/NOC etc. shall be reimbursed to the vendor on submission of original payment receipt to the Bank.**
- g. Providing CAMC (Comprehensive Annual maintenance contract) for next five years of the plant with 4 routine visits and full comprehensive maintenances throughout year. The vender should ensure the satisfactory working of Solar PV system in Warranty period. The contractor shall carryout monthly servicing during the warranty period of 5 years for the Roof Top solar systems.

h. Generation of **35 KWp** of Solar Energy based, conversion of the same to AC power with a **guaranteed annual generation of 30,660 KWh** per year respectively with a tolerance of 5% of total annual generation (considering the weather conditions in Cherthala) during the first five years of operation at Bank's power grid synchronization point.

i. All related & required civil works will be the responsibility of successful tenderer.

j. Onsite training to SBI Engineers and staff of the branch for proper operation, maintenance and trouble shooting.

k. The installation should not create damage to the existing building or may cause leakage to the building. Damages caused during the installation of SPV modules will be recovered with suitable deductions from the total bill due to the contractor if not rectified.

l. Single point water source for cleaning of SPV panels near to the solar system including further plumbing for distribution of water to various array locations to be provided by the contractor.

m. Provision of necessary switchgear in the LT distribution panel for connecting the solar energy based AC power to Bank's Power grid and the termination of cables to the switchgear shall be in the scope of the successful tenderer.

o. Removal and disposal of all rubbish, debris etc. from the installation site allotted to the contractor by SBI and shall clear, level and dress, compact the site as required by the SBI at contractor's cost.

B-TECHNICAL SPECIFICATIONS

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

A Grid Tied Roof Top Solar 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. 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 rooftop system shall consist of following major equipment/components.

- ☐ Grid interactive Power Conditioning Unit with Remote Monitoring System
- ☐ Mounting structures

- ☐ Junction Boxes.
- ☐ Earthing and lightning protections.
- ☐ IR/UV protected PVC Cables, pipes and accessories

1. PV MODULES:

The total Solar PV Array Capacity shall be **35 Kwp. perc Half cut solar modules of minimum 525 wp and above** and desired nominal voltage which meet specifications are considered appropriate for inclusion in this offer. Modules will be supplied by Vendor with a warranty that:

The bidder shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his project proposal submitted to SBIPL .The modules used shall have following specifications under STC.

Must have test certificate as per MNRE guide lines and specified in this tender	
Origin	Manufactured in India/other country both cell and module
Efficiency -module	$\geq 15\%$
Fill factor	$\geq 70\%$
Warranty	Panel output (Wp) capacity to be $\geq 90\%$ at the end of 12 years and $\geq 80\%$ at the end of 25 years
Module frame	Non-corrosive and electrically compatible with the mounting structure material.
Termination box	Thermo-plastic, IP 65, UV resistant
Blocking diodes	Schottky type
Module Minimum Rated Power	Mono perc half cut solar panel 525 wp capacity or above modules shall be used.
Identification tag for each solar module	Shall be provided inside the module and must be able to withstand Environmental conditions and last the lifetime of the solar module.
Identification Tag Data	Name of the manufacturer with logo Month and year of manufacture Model No (Should consists of the voltage and rate wattage) Module serial number Made in India
Power output rating	To be given for standard test conditions (STC). I- V curve of the each
Compliance with standards and codes	IEC 61215 / IS 14286 IEC 61730 Part 1 and 2

Salt/Mist/Corrosion Testing	As per IEC 61701
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1.1 AUTHORISED TESTING LABORATORIES / CENTERS

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

ii. Test certificates for the system/ components/ items from any of the NABL / BIS Accredited Testing Calibration Laboratories / MNRE approved test centers to be submitted to the Bank

1.2 IDENTIFICATION AND TRACEABILITY

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

- i) Name of the manufacturer of PV Module
- ii) Name of the Manufacturer of Solar cells of PV Module
- 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, I_m , V_m and field factor (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 as per ISO 9000 series.

1.1 WARRANTIES:

a) Material Warranty:

- i. Material Warranty is defined as: The manufacturer should warrant the Solar Module(s) to be free from the defects and/or failures specified below for a

- period not less than twenty five (25) years from the date of sale to the original customer.
- ii. Defects and/or failures due to manufacturing
 - iii. Defects and/or failures due to quality of materials.
 - iv. Non conformity to specifications due to faulty manufacturing and/or inspection processes. If the solar Module(s) fails to conform to this warranty, the manufacturer will replace the solar module(s), at the Owners sole option.

2. Solar PV Mounting Structure

The PV modules shall be mounted on fixed metallic structures having adequate strength and as per requirement of site to withstand the load of the modules and high wind velocities. The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS 4759.

Regarding civil structures the bidder need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof.

The total load of the structure (when installed with PV modules) on the terrace should be less than 60 kg/m². The array structure shall be grounded properly using maintenance free earthing kit suitable for mounting over building terrace.

Wind velocity withstanding Capacity	150 km / hour. The designs have been certified by a recognized Lab/ Institution/certified engineers in this regard and submit wind loading calculation sheet to users if they desire so. Suitable fastening arrangement such as grouting and calming should be provided to secure the installation against the specific wind speed.
Structure Material	Pre galvanized sheet steel with a minimum galvanization thickness of 80 microns and the structural patterns shall be made before Galvanizing.
Bolts, nuts, panel mounting clamps, fasteners (with spring washers)	Stainless Steel SS 304
Mounting arrangement for metal sheet roofs	Mounting directly on the sheet metal, ensuring stability and wind withstanding capacity or penetrating the sheet metal and fixing to the sub-structure, ensuring that the roof remains water proof and ensuring stability and wind withstanding capacity.

Mounting arrangement for elevated structures	The elevated structure has to be securely anchored to the supporting surface. Concrete foundations of appropriate weight and depth for elevated structures mounted directly on the ground; Bolted with anchor bolts of appropriate strength for elevated structures mounted on RCC surfaces.
Mounting arrangement for ground installations	With removable concrete ballast made of pre-fabricated PCC (1:2:4), M15; assuring enough ground clearance to prevent damage of the module through water, animals and other environmental factors.
Mounting Arrangement for RCC-Flat Roofs Installation	With removable concrete ballast made of pre-fabricated PCC (1:2:4), M15. The structures shall be designed for simple mechanical on-site installation. There shall be no requirement of welding or complex machinery at the installation site.
Minimum distance between roof edge and mounting structure	0.5 Metre
Access for Panel Cleaning & Maintenance	All solar panels must be accessible from the top for cleaning and from the bottom for access to the module- junction box.
Panel Tilt Angle	As per geographical location.

3. Solar Array Fuse

The cables from the array strings to the solar grid inverters shall be provided with DC fuse protection. Fuses shall have a voltage rating and current rating as required. The fuse shall have DIN rail mountable fuse holders and shall be housed in thermoplastic IP 65 enclosures with transparent covers.

3. Solar Grid Inverter.

i. The power-conditioning unit (PCU) will convert dc power produced by SPV array into AC power. In addition, the PCU shall also house MPPT (Maximum Power Point Tracker). Inverter output should be compatible with the grid frequency. Typical technical features of the inverter shall be as follows:

1	Total output power (AC)	To match solar PV plant capacity while achieving optimum system efficiency
2	Input DC voltage range	As required for the solar grid inverter DC input
3	Maximum Power Point Tracker (MPPT)	Shall be incorporated
4	Number of Independent MPPT Inputs	1 or More
5	Operation AC Voltage	For 35 kWp -Three Phase 415 Volts, 4 wire system as per availability of the main grid supply
6	Operating frequency range	47.5 to 52.5 Hz
7	Nominal Frequency	50 Hz
8	Power factor of the inverter	>0.98 at Nominal Power
9	Total harmonic Distortion	<3% (less than 3%)
10	Built in Protection	AC high/Low Voltage, AC High/Low frequency
11	Anti islanding Protection	As per VDE 0126-1-1 / IEC 60255.5/ IEC 60255.27 / IEC 62116
12	Operating Ambient temperature range	-1 °C to +55 °C
13	Humidity	0 – 95% Rh
14	Inverter Efficiency	>=95%
15	Inverter Weighted Efficiency	>=94%
16	Protection Degree	IP 65 for outdoor mounting, IP 54 for indoor mounting
17	Communication Interface	RS 485 / RS 232 / RJ45
18	Safety Compliance	IEC 62109-1, IEC 62109-2
19	Environmental Testing	IEC 60068-2 (1, 2, 14, 30)
20	Efficiency Measurement Procedure	IS/IEC 61683
21	Cooling	Temperature Controlled Fan forced cooling/Oil cooled
22	Display Type	LCD for data display. LCD /LED for status display
23	Display Parameters to include	Output power(W), cumulative energy (Wh), DC voltage (V), DC current (A), AC voltage (V), AC frequency (Hz), AC current (A), cumulative hours of operation (h). Inverter ON, Grid ON, Inverter under voltage/over voltage, Inverter over load, Inverter over temperature protections, Over voltage both at input & output, Over current both at input & output, Over/under Grid frequency, Over temperature, Short circuit, Protection against lightning ,Surge voltage induced at output due to

		external source.
24	The capacity of Centralised PCU shall be aggregate capacity	For 35 kWp

ii. The combined wattage of all inverters shall be maintain with DC to AC ratio of 1.2 at any cost for the rated capacity of power plant .Above to this will not be permitted.

iii. Maximum power point tracker shall be integrated in the PCU/inverter to maximize energy drawn from the array. While designing the PCU grid comparability and the boundary conditions specified in the Regulations can be taken care.

iv. PCU/inverter shall be capable of complete automatic operation including wake-up, synchronization & shutdown. 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. Built-in meter and data logger to monitor plant performance shall be provided.

iii. Built-in with data logging to remotely monitor system performance through external PC shall be provided (PC shall be provided by Bank).

iv. The software (Plant Manager & PC for remote monitoring through LAN) and hardware **except PC**, required for interfacing the system are to be supplied.

v. **The PCU/ inverters should be tested from the MNRE approved test centres /NABL /BIS /IEC accredited testing- calibration laboratories.**

4. GRID ISLANDING:

i. The Rooftop PV system shall be equipped with islanding protection. In addition to disconnection from the grid (due to islanding protection) disconnection due to under and over voltage conditions shall also be provided

ii. A manual disconnect 4pole 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

iii. Inverter shall be tested for islanding protection performance. When the mains power is off, the PCU should also get automatically off so that back-feeding to the grid is not possible.

5. Instrumentation, measurement and monitoring

- i. Data Logging Provision for system monitoring, time and date stamped system data logs for analysis shall be made.
- ii. Metering and Instrumentation for display of systems parameters and status indication to be provided.
- iii. **PV array energy production:** Digital Energy Meters to log the actual value of AC/ DC voltage, Current & Energy generated by the PV system provided. Energy meter along with CT/PT should be of 0.5 accuracy class shall be provided.
- iv. All major parameters available on the digital bus and logging facility for energy auditing shall be available on the display.
- vi. The following parameters should be accessible via the operating interface display.
 - a. AC Voltage.
 - b. AC Output current.
 - c. Output Power
 - d. DC Input Voltage.
 - e. DC Input Current.
 - f. Time Active
 - g. Time disabled.
 - h. Time Idle
 - i. Temperatures
 - j. Inverter Status

vi. 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.

6. PROTECTIONS

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

i. LIGHTNING PROTECTION:

The SPV power plants shall be provided with lightning & overvoltage protection. The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning

Arrestors. Lightning protection should be provided as per IEC 62305 /IS 2309 standard. The protection against induced high-voltages shall be provided by the use of metal oxide varistors (MOVs) and suitable earthing such that induced transients find an alternate route to earth.

ii. SURGE PROTECTION:

Surge protection shall be provided on both the DC and the AC side of the solar system. The DC surge protection devices (SPDs) shall be installed in the DC distribution box adjacent to the solar grid inverter.

The AC SPDs shall be installed in the AC distribution box adjacent to the solar grid inverter. The SPDs earthing terminal shall be connected to earth through the above mentioned dedicated earthing system. The SPDs shall be of type 2 as per IEC 60364-5-53.

iii. EARTHING PROTECTION:

Each array structure of the PV yard should be grounded/ earthed properly as per IS:3043- 1987. In addition the lightning arrester/masts should also be earthed inside the array field. Earth Resistance shall be tested by calibrated earth tester. Earth resistance shall not be more than 5 ohms. It shall be ensured that all the earthing points are bonded together to make them at the same potential. PCU, ACDB and DCDB should also be earthed properly.

7. ARRAY JUNCTION BOXES:

The junction boxes shall be provided in PV array field for termination of connections from various arrays.

- a) The junction boxes should be dust, vermin & waterproof & made of FRP/ABS plastic for outdoor use and IP 65 rated (for outdoor) / IP 21 (for indoor) and IEC 62208, for long-term use in PV systems. In addition, the direct connection between the strings and the spring clamp connectors should ensure a durable and safe installation.
- b) The junction boxes shall have suitable cable entry points fitted with cable glands of appropriate sizes for both incoming & outgoing cables. Suitable markings shall be provided on the bus bar for easy identification & cable ferrules shall be fitted at the cable termination points for identification .

8. CABLES:

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

- a) Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards Temp. Range: –10°C to +80°C.Voltage rating 660/1000V.
- b) For the **DC cabling**, Solar cables with multi stranded copper conductors XLPE or XLPO insulated and sheathed with the voltage rating of 1000 V DC or higher UV stabilised single core flexible copper cables shall be used. Multi-core cables shall not be used.
- c) For the **AC cabling**, PVC or XLPE insulated and PVC sheathed single or multi-core flexible copper cables shall be used. Outdoor AC cables shall have a UV-stabilised outer sheath.
- d) The total voltage drop on the cable segments from the solar PV modules to the solar grid inverter shall not exceed 1.0%.
- e) Sizes of cables between array interconnections, array to junction boxes, junction boxes to Inverter etc. shall be so selected to keep the voltage drop (power loss) of the entire solar system to the minimum. The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use.
- f) Cable Routing/ Marking: All cable/wires are to be routed in a GI/PVC cable tray and suitably tagged and marked with proper manner by good quality ferule or by other means so that the cable easily identified.
- g) d) The Cable should be so selected that it should be compatible up to the life of the solar PV panels i.e. 25years.
- h) All cables and conduit pipes shall be clamped to the rooftop, walls and ceilings with thermo-plastic clamps at intervals not exceeding 50 cm.
- i) The DC cables from the SPV module array shall run through a **UV-stabilised PVC conduit pipe** of adequate diameter with a minimum wall thickness of 1.5mm or through a High Density Poly Ethylene (HDPE) conduit. The conduits shall not run across the path way of the terrace. Flexible corrugated PVC conduits shall not be used.

9.DC COMBINER BOX

A DC Combiner Box shall be used to combine the DC cables of the solar module arrays with DC fuse protection for the outgoing DC cable(s) to the DC Distribution Box.

10. DC DISTRIBUTION BOARD:

A DC distribution box shall be mounted close to the solar grid inverter. The DC distribution box shall be of the thermo-plastic IP65 DIN-rail mounting type and shall comprise of components like DC circuit breaker, DC surge protection device (SPD) as per IEC 60364-5-53 and cable terminations:

DC DPBs shall have sheet from enclosure of dust & vermin proof conform to IP 65 protection.

The bus bars are made of copper of desired size. Suitable capacity.

11.AC DISTRIBUTION BOX:

- i. AC Distribution Panel Board (DPB) shall control the AC power from PCU/ inverter, and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar while in grid tied mode.
- ii. All switches and the circuit breakers, connectors should conform to IEC 60947, part I,
- iii. The changeover switches, cabling work should be undertaken by the bidder as part of the project.
- iv. All the Panels shall be metal clad, totally enclosed, rigid, floor mounted, air - insulated, cubical type suitable for operation on three phase / single phase, 415 or 230 volts, 50 Hz and designed for minimum expected ambient temperature of 45degree Celsius, 80 percent humidity and dusty weather.
- V. All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.
- vi. Should conform to Indian Electricity Act and rules (till last amendment).

12. NET METERING:

- i. The bidirectional electronic energy meter per the statutory requirements of MSEDCL shall be installed for the measurement of import/Export of energy. (Getting statutory requirements and installation of bi-directional meter is installer scope with free of cost)
- ii. The bidder must take approval/NOC from the Concerned DISCOM for the connectivity, technical feasibility, Net metering agreement with MSEDCL and synchronization of SPV plant with distribution network and copy submit to Bank before commissioning of SPV plant.

13. DOCUMENTATION TO BE FURNISHED BY BIDDER AFTER AWARD OF CONTRACT:

- i. System description with working principles.
 - ii. System single line diagram.
 - iii. Solar PV array lay-out.
 - iv. Routing diagram of cables and wires.
 - v. Data sheets and user manuals of the solar PV panels and the solar grid inverter.
 - vi. A system operation and maintenance manual.
 - vii. Name, address, mobile number and email address of the service centre to be contacted in case of failure or complaint.
 - viii. Maintenance registers
- ix. General arrangement and dimensioned layout Schematic drawing showing the requirement of SV panel, Power conditioning Unit(s)/ inverter, Junction Boxes, AC and DC Distribution Boards, meters etc. Structural drawing along with foundation details for the structure.
- x. Itemized bill of material for complete SV plant covering all the components and associated accessories.
- xi. Layout of solar Power Array.

14. Test Certificates and Reports to be Furnished

Test Certificates / Reports from IECQ / NABL accredited laboratory for relevant IEC / equivalent BIS standard for quoted components shall be furnished. Type Test Certificates / reports shall be provided for the solar modules and solar grid tied inverters up to 20kW to provide evidence of compliance with standards. **For solar grid tied inverters above 20kW, self- certification by the manufacturer of the said inverter is acceptable.**

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

15.DANGER BOARDS AND SIGNAGES:

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

16.TOOLS & TACKLES AND SPARES:

Operation and maintenance guide and consumable spares like fuses should be provided by vendor.

Approved Make of Materials

<u>Sl.No.</u>	<u>Components</u>	<u>Specifications</u>	<u>warranty</u>
1	Solar Module (Goldi Green/Adani / Panasonic/TATA Solar/Waree/Vikram/Navisol/Solar Max/Saatvik/ Renewsys India /BHEL)	Mono PERC Half cut solar modules of minimum 525 wp and above.	25 Yeras
2	Solar grid tied Inverter as required. (Schneider/ABB/Sungrow/Fronius/Kstar/Delta/Solis/Powerone/SMA/Solar Age/Polycab/Goodwe/Solar grow watt	IP 65; Transformer less MPPT, Minimum Efficiency of 98%	5 Years
3	Mounting structure & GI Tray	Hot dip galvanized, 80 microns thick. Design wind speed 150Kmph	25 Years
4	Cables-DC (Polycab/Finolex/V-Guard/RR cable/Havells)	Single core DC cable, UV stabilized, multi strand XLPE-PVC Insulated.	
5	Cable-AC (Polycab/Finolex/V-Guard/RR cable/Havells)	4 core solid copper conductor, XLPE insulated, flexible, PVC inner sheathed 650/1100Volts cable as per IS.	
6	Array Junction Box (if required)	Poly Carbonate IP 65 (Protection: DC fuses, DC Isolator & DC SPD)	
7	AC/DC Distribution Board	Legrand/hager/L&T	
8	String Combiner Box	Robotina/trinity Touch/Hensel/Cape electric/AKG	
9	LV Switchgear	ABB/L&T/Schneider/Legrand	
10	Energy meter	Secure/L&T	
11	Connectors	MC4 or Equivalent	
12	Surge protection Device (SPD)	Legrand/Hager/L&T	
13	AC DB (If required)	Polycarbonate IP 65 (Protection AC isolator along with phase indicators)	
14	Earthing	Chemical type, 3 Metre, ISI mark along with masonry Earth chamber CI/Concrete Cover a per IS 3043	
15	Earthing Strip	25x3mm copper Strip	
16	Lightning Arrestor	Standard, Copper Type	

Note: -

1. The contractor should obtain prior approval from SBI/ Consultants before placing order for any specific materials SBI may / delete any of the makes or brands out of the above list.
2. All materials should conform to relevant standards and codes of BIS. Materials with I.S.I. mark shall be used duly approved by the SBI Engineer/Architect.
3. Any material is found to be not up to the mark, the contractor will have to produce original bills/certificate from the manufacturer or his authorized Distributor for authenticity and genuineness of the material for consideration and as per make approved by the SBI. The same will not be considered for payment.
4. Any additional item as per BOQ specifications or as per the instructions of the bank / Consultants. Any of the above items / other items if any will be as approved by the Consultants & Engineer-in-charge.

A. SCHEDULE OF TECHNICAL DATA TO BE FUNISHED BY THE CONTRACTOR FOR 35 KWp PLANT

Sl.No.	Item Description	Data to be filled up by the Tenderer
A. SPV MODULE		
1	Manufacture's Name & Address	
2	Type of Modules with cat. Reference	
3	Design of module at standard test conditions	
	a) Peak Power Watt	
	b) Peak Power Voltage	
	c) Peak Power Current	
	d) Open Circuit Voltage	

4	No. of SPV Modules proposed to achieve minimum 35 kWp DC power	
5	Short circuit current of PV module (Amp.)	
6	Open circuit voltage of PV Module (V)	
7	Max. power rating of one PV Module (KWp) (not less than 250Wp)	
8	Photo electrical conversion efficiency of SPV module (not less than 14%)	
9	Fill factor of the SPV module (> 0.70)	
10	Designated life of the SPV modules	
11	Overall dimensions (in mm)	
12	Weight	
13	Frame materials	
14	Reference of Standards / approval, if any	
15	Life of SPV Module (Years of Operation)	
B. PV ARRAY CAPACITY		
1	Number of Module in series in each array	
2	Peak Power rating of one array	
3	Number of array considered to achieve the specified Output	
4	Peak Power rating of one array	
5	Number of array considered to achieve the specified output	
C. MODULE MOUNTING STRUCTURE		
1	Type of structure and its materials used in frame and accessories.	
2	Type of mounting structures (Fixed or any other type)	
3	Overall dimensions	
4	Type of mounting	
5	Surface azimuth angle of PV Modules	

6	Tilt angle (Slope) of PV module	
7	Confirm structure & module frame shall be designed at wind speed 150 km/hr.	
D. POWER CONDITIONING UNITS (PCUs)		
1	Manufacturer's name & address	
2	Type of PCU (Centralized or string type)	
3	Number of units proposed	
4	Rated capacity of each PCU	
5	Input DC Voltage range	
6	Output voltage	
7	Frequency	
8	Minimum efficiency at full load	
9	Location (outdoor/indoor)	
10	Output wave shape	
11	Dimensions in mm	
12	IP protection level	
13	Type of cooling required	
14	Type of mounting	
15	Suitability for specified Ambient Temp. range & Humidity at	
16	Type of Protection provided (Mark 'Yes' or 'No')	
	a.Over Load Protection	YES/NO
	b.Short Circuit Protection	YES/NO
	c.Low Voltage & High Voltage Protection	YES/NO
	d.Power Electronic Component Protection	YES/NO
E.METERING		
1	Number of Meters proposed to be provided	
2	Location of meters	
3	Manufacturer's Name & Address	
4	Confirm compliance with laid down specification.	YES/NO

B.SCHEDULE OF QUANTITIES AS PER SPECIFICATIONS (To be filled up by the Tenderer)

Sl.No.	Item	Quantities (To be filled up by the Tenderer)
1	SPV Modules	
	a.Total QuantitiesNos.
	b.No of ArraysNos.
	c.Number of SPV Modules in each ArrayNos.
2	POWER CONDITIONING UNITS (PCUs)	
	a.Type (Centralized / String Type)
	b.QuantityNos.
3	DC Junction BoxesNos.
4	AC Junction BoxesNos.
5	Other Related Items Viz., Power and Control Cables, Cable Trays, Surge Diverters, Earthing etc.for the total completion of the work as specified and required	1 Lot.

Signature & Seal of the Tenderer

Date:

ANNEXURE – F

WARRANTY CERTIFICATE

1	Name & Address of the Manufacturer/Supplier	
2	Name & Address of the Purchasing Agency	
3	Date of Erection of System	
4	PV Module	
	a) Make	
	b) Model	
	c) Serial No (List Enclosed)	
	d) Wattage under STC	
	e) Warranty valid up to	
5	Electronics & Inverter	
	a) Make	
	b) Model	
	c) Serial No	
	d) Warranty valid up to	
6	Other BOS	
	a) Make	
	b) Model	
	c) Serial No	
	d) Warrantee valid up to	
	Designation & Address of the person to be contacted for claiming Warranty obligations	
7	Place:	
8	Date:	

(Signature)

Name:

Designation

Name & Address of the Manufacturer

(SEAL)

ANNEXURE-G

FORMAT FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

(To be submitted on Rs. 200/- non judicial stamp paper)

Bank Guarantee No. _____ dated _____

**The Regional Manager
State Bank of India (SBI),
Regional Business Office-4
Beach Road, Alappuzha**

Dear Sirs,

In consideration of M/s State Bank of India, Regional Business Office, **Alappuzha**, [hereinafter referred to as 'SBI' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], having agreed to exempt, M/s. _____ having its registered/principal office at..... [hereinafter referred to as 'Supplier/Contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], from depositing with SBI a sum of Rs. _____ towards security / performance guarantee in lieu of the said Supplier / Contractor having agreed to furnish an irrevocable bank guarantee for the said sum of Rs. as required under the terms and conditions of Contract / Work Order / Purchase Order no. dated [hereinafter referred as the 'Order'] placed by SBI on the said supplier / contractor, we, [hereinafter referred to as 'the Bank' which expression shall include its successors and assigns] do hereby undertake to pay SBI an amount not exceeding Rs. [Rupees.....] on demand made by SBI on us due to a breach committed by the said Supplier / Contractor of the terms and conditions of the Order.

1. We _____ the Bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand received in writing from SBI stating that the Supplier / Contractor has committed breach of the term(s) and/or condition(s) contained in the Order and/or failed to comply with the terms and conditions as stipulated in the Order or amendment(s) thereto. The demand made on the Bank by SBI shall be conclusive as to the breach of the term(s) and/or condition(s) of the Order and the amount due and payable by the Bank under this guarantee, notwithstanding any dispute or disputes raised by the

said Supplier Contractor regarding the validity of such breach and we agree to pay the amount so demanded by SBI forthwith and without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
[Rupees.....]

2.We, the Bank further agree that this irrevocable guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Order and that it shall continue to be enforceable till all the dues of SBI under or by virtue of the said Order have been fully paid and its claim satisfied or discharged or till SBI certifies that the terms and conditions of the Order have been fully and properly carried out by the Supplier / Contractor and accordingly discharge the guarantee.

3.We..... the Bank, undertake to pay to SBI any money so demanded notwithstanding any dispute or disputes raised by the said Supplier / Contractor in any suitor proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be valid discharge of our liability for payment there under and the said Supplier / Contractor shall have no claim against us for making such payment.

4.We..... the Bank further agree that SBI shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the Order or to extend time of performance by the said Supplier / Contractor from time to time or to postpone, for any time or from time to time, any of the powers exercisable by the SBI against the said Supplier / Contractor and to forbear or enforce any of the terms and conditions relating to the Order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Supplier / Contractor or for any forbearance, act or omission on the part of SBI or any indulgence by SBI to the Supplier / Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

In order to give full effect to this guarantee, SBI will be entitled to act as if the BANK were the principal debtor and the BANK hereby waives all rights of surety ship.

5.Our liability under this bank guarantee is restricted to Rs.....[Rupees] and shall remain in force up to..... and thereafter till the expiry of the extended period, if any, (hereinafter Validity period). Unless a demand is made under this guarantee on us in writing at any time from the date of issue of the guarantee till the expiry of the Validity period, we shall be discharged from all liabilities under this guarantee thereafter.

6.The claim, if any, under this guarantee, shall be lodged at (address of BANK & Branch).....

7.This guarantee will not be discharged due to change in the constitution in the Bank or the said Supplier / Contractor or the provision of the contract between Supplier / Contractor and SBI.

8.The BANK hereby agrees that the Courts in Alappuza shall have exclusive jurisdiction in any matter of dispute between SBI and the Bank and the Bank hereby agrees to address all the future correspondence in regard to this bank guarantee to The Regional Manager, State Bank of India, Regional Business Office-4, Alappuzha.

9.We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of attorney granted to him by the Bank.

We, _____ the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the SBI in writing.

SIGNED AND DELIVERED ON THIS _____ DAY OF _____

Yours faithfully,

For and on behalf of _____. (bank) Signature of Authorised Official of bank

Name of the Official: Designation of the Official:

Name of Bank:

Branch:

Address of Branch: Telephone / Mobile No: Fax No:

Email Id:

ANNEXURE-H

FORMAT FOR SOLVENCY CERTIFICATE)

(On Bank's Letter Head)

Ref No.

Ddate:

To Whomsoever Concerned

This is to certify that to the best of our knowledge and information, M/s.
(Biddersnamewithcomplete address), a customer of our Bank, is respectable, and is
capable of executing orders to the extent of Rs.....
(Rupees.....). M/s.
have been our customer since to date and has been granted the
following limits, at present, against various facilities granted by the Bank:

.....

.....

This certificate is issued without any guarantee, risk or responsibility on behalf of the Bank
or any of its officials.

This certificate is issued at the specific request of the customer.

Yours faithfully,

(Bank Official's signature & stamp)

**DESIGN, SUPPLY, INSTALLATION, TESTING &
COMMISSIONING OF GRID INTERACTIVE 35kWp ROOF TOP
SOLAR PV POWER PLANT AT SBI CHERTHALA IN CAPEX**

MODEL

PART-B PRICE BID

(NOT TO BE FILLED UP. TO BE SUBMITTED ONLINE ONLY)

Sl.No.	Item Description	Qty	Unit	Rate	Amount
1	<p>Design, Supply, Installation, Testing & Commissioning of 35 KWp Grid Interactive (On Grid) Roof Top Solar PV Power Plant at SBI Cherthala Branch in CAPEX Model. System shall have guaranteed annualized AC energy output of 30660 Kilo watt hour (Kwh) per year during the first five years of operation. The rate shall include for all the material required including required quantities of SPV modules formed into arrays, their mounting arrangement, power conditioning units, required DC & AC distribution panels with surge protection units, copper plate earthing stations with copper strip/cabling, data loggers along with PC based arrangement for system performance monitoring through licensed software, metering safety arrangements, civil works, training etc. as defined in Part I of the tender to provide a composite operational system.</p> <p>The quoted Rate/s/Amount should be inclusive of all technical protections including Reverse Power Relay on generator side required to be provided for obtaining the Energisation Sanction Order from the Kerala state Electrical Inspectorate & Approval from M/s.Kerala State Electricity Board Ltd. for the proposed Solar PV Power plant.</p> <p>The rate shall include for all the taxes other than GST, duties, levies, insurance, transportation, Laisioning charges with all statutory bodies, documentation charges etc for obtaining approval for Grid integration). (Excluding GST). GST will be paid extra at applicable rates.</p>	1	SET	To be submitted Online.	To be submitted Online.
(I) PART-A TOTAL AMOUNT					₹
In Words: Rupees.....					

(Excluding GST)

II) CHARGES FOR COMPREHENSIVE WARRANTY FOR 5(FIVE) YEARS FROM DATE OF SUCCESSFUL COMMISSIONING :

Note: The Comprehensive Warranty Charges (for 5 years) to be quoted below will be added to the total quoted amount for the work above and the lowest bidder L1 will be decided accordingly. The offer from those bidders who have not quoted for providing Comprehensive Warranty will be summarily rejected.

Terms & Conditions (High Lights)

- Quarterly Washing (using Detergent/Chemicals if any recommended by Manufacturer) & Cleaning and Servicing & Maintenance of all Solar Panels for ensuring maximum installed Output during the warranty period of 5 years.
- Contractor may arrange water pipeline extension at their cost from nearest point.
- Cost of all consumables required for maintaining the Solar Plant for ensuring Maximum Installed Output will have to be borne by the Tenderer during the 5 year Warranty Period.
- Attending to any number of breakdown calls during the Warranty period.
- Payment will be released on half yearly basis based on satisfactory service reports.

CHARGES PER YEAR FOR PROVIDING COMPREHENSIVE WARRANTY FROM DATE OF SUCCESSFUL COMMISSIONING for the 35 kWp On GRID (GI) RTSPV POWER PLANT in CAPEX Model	Qty	Unit	Rate	Amount
01 ST Year (excluding GST)	1	Set	To be submitted Online	To be submitted Online
2 nd Year (excluding GST)	1	Set	To be submitted Online	To be submitted Online
3 rd Year (excluding GST)	1	Set	To be submitted Online	To be submitted Online
4 th Year (excluding GST)	1	Set	To be submitted Online	To be submitted Online
5 th Year (excluding GST)	1	Set	To be submitted Online	To be submitted Online
TOTAL CHARGES FOR PROVIDING COMPREHENSIVE WARRANTY FOR 5 YEARS (EXCLUDING GST) (GST WILL BE PAID EXTRA AT APPLICABLE RATES)				
(II) PART-B : TOTAL AMOUNT				₹
In Words : Rupees.....				

(Excluding GST)

GRAND TOTAL FOR DECIDING THE LOWEST BIDDER L1.

(I) PART-A GRAND TOTAL	₹
(II) PART-B GRAND TOTAL	₹
GRAND TOTAL FOR DECIDING THE LOWEST BIDDER L1.	₹
Grand Total in Words: Rupees.....	

(Excluding GST)

NOTE: Tenderer should read each and every page of the tender document (Page No.1 to 70) carefully before quoting. All pages should be duly filled (wherever applicable), signed and sealed by the Tenderer.