

STATE BANK OF INDIA

**PREMISES AND ESTATE
LOCAL HEAD OFFICE BUILDING, BHOPAL.**

PART – A : TECHNICAL BID

TENDER ID-LHO/BHO/25-26/90

TENDER FOR:

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 40 KWp ON-GRID SOLAR
ROOFTOP POWER PLANT & ITS ALLIED ELEVATED/SUPER STRUCTURE
CIVIL/FABRICATION WORKS, NET METERING WITH DISCOM AND 5 YEARS
COMPREHENSIVE AMC AT MAIN BRANCH KHARGONE UNDER BHOPAL CIRCLE**

TENDER SUBMITTED BY :

NAME : _____

ADDRESS : _____

DATE : _____

NOTICE INVITING TENDERS

State Bank of India, Premises & Estates Department, Local Head Office, Bhopal invites “online item rate E-tender” from the SBI Empaneled solar vendors under appropriate category for the captioned work.

The SBI Empaneled solar contractors who receive NIT from Architect/Bank are only entitled to quote for this tender.

The details of tender are as under:

S.No.	Description	
1.	Name of work	SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 40 KWp ON-GRID SOLAR ROOFTOP POWER PLANT & ITS ALLIED ELEVATED/SUPER STRUCTURE CIVIL/FABRICATION WORKS, NET METERING WITH DISCOM AND 5 YEARS COMPREHENSIVE AMC AT MAIN BRANCH KHARGONE UNDER BHOPAL CIRCLE
2.	Nature of Work	SOLAR WORK
3.	Time allowed for completion	45 DAYS
4.	Estimated Cost of works	Rs.18,00,000.00 without CAMC rate and excluding GST. CAMC (Comprehensive AMC will be paid additionally)
4.	Earnest Money Deposit	Rs. 18,000/- (Rupees Eighteen Thousand Only) by means of Demand Draft only (Valid for a period of 90Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn in favor of Assistant General Manager (P&E) and payable at Bhopal. Hardcopy of original EMD must be received at this office on or before of stipulated date & time within the Envelope otherwise tender will be not considered.
5.	Initial Security Deposit	2% of contract amount including (EMD will be returned on receipt of ISD). The successful bidder(s) shall be responsible to deposit initial security deposit @ 2% of the contract value by way of demand draft in favour Assistant General Manager (P&E) and payable at Bhopal within 10 days from the date of receipt of “Work Order” from SBI/Architects. The SBI may consider accepting ISD in the form of Bank Guarantee issued by any Scheduled Bank in the format supplied/approved by any the SBI within its sole discretion but the same cannot be considered as a right of the bidder.
6.	Date of issue of tender documents form Bank’s website	From 26.03.2026 to 15.04.2026 <u>E-Tender Portal Address:</u> www.tenderwizard.com/SBIETENDER or https:// www.sbi.co.in-SBI in the news-Procurement news
7.	Last date & time for submission of Online Technical and Price bid, EMD	Up to 3:00 P.M. on 15.04.2026
8.	Date & Time of opening of e-tenders	3:30 P.M. on 15.04.2026
9.	Address at which along with EMD proof has to be submitted.	The Assistant General Manager, Premises & Estate, Local Head Office, Hoshangabad Road, Bhopal- 462011 Contact:- 0755-2575811, 2575812

10.	Place of opening tenders	The A.G.M. (P&E), State Bank of India, Local Head Office, Hoshangabad Road, Bhopal 462011
11	Contact Person in SBI	Deepak Vishwakarma, Manager (Electrical), SBI, LHO, Bhopal Contact:- 0755-2575816
12.	Liquidated Damages	0.50% of contract amount per weeks subject to max. 5% of contract value or final bill value.
13.	Defect's liability period	12 Months from the date of Virtual Completion
14.	Validity of offer	90 days from the date of opening of Price-bid
15.	Value of Interim Certificate	Rs. 10 Lakhs. No advance on materials / plant / machinery or mobilization advance shall be paid under any circumstances. For lift work, 30% amount will be released against issue the work order to Lift company and 80% amount will be released after the material received at site in the cumulative cost of lift only for lift work value as quoted.
16.	Submission of Technical Bid (Hard Copy)	Contractors shall download the entire Technical Bid to get acquainted with terms and conditions and <u>Shall upload compulsorily the pages numbered from 01 to 09 of the technical bid</u> without fail in the e-tendering portal after putting the signature and seal. Failing to upload as stated above, the tender will be rejected. However, L1 Tenderer should submit the whole technical bid spirally bound securely and in serial order containing all pages duly signed with company seal and date to this office within 7 days of receipt of confirmation. Failure to submit the hardcopy of Technical Bid may render the bidder disqualified.
17.	Agency for arranging e-tender/online bidding	<u>E-Tender Portal Address:</u> www.tenderwizard.com/SBIETENDER <u>Service provider:</u> M/s. Antares Systems Limited, Registered Office: #24, Sudha Complex, 3rd Stage, 4thBlock, Bangalore – 560069, Karnataka. Ph.: 080-49352000 / 40482000 Fax:080-49352034 Help Desk: 6503346659 / 9044314492 / 9063666150/ 151 / 152 / 9664658506 / 9664658623 / 26 / 6980085360 / 033 4604 6611 Project In-charge Mr. Kushal Bose, Mobile No.: +91 6686913156, e-Mail: kushal.b@antaressystems.com
18	Corrigendum	The contractors have to visit the Bank's web site regularly for any corrigendum till the last date and time of opening of tender.

19. Tenders can be downloaded from the bank's website www.sbi.co.in (link)<SBI in the news <Procurement News>.It shall be responsibility of the contractor to arrange and ensure that all pages of technical and financial bid are properly bound separately. Tenders in loose pages may be disqualified.

20. The contractor shall sign and stamp each page of the tender document thereby ensuring the number and sequence of all pages.

21. No conditions other than mentioned in the tender will be considered, and if given they will have to be withdrawn before opening of the price-bid.

22. The SBI reserve their rights to accept or reject any or all the tenders, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.

23. Tenders received without EMD of mentioned amount shall be summarily rejected and such tenders shall not be allowed to participate in the online price bidding process.

24. In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

25. SBI has the right to accept / reject any / all tenders without assigning any reasons and no correspondence shall be entertained in this regard.

The A.G.M. (P&E)
State Bank of India
L.H.O. Bhopal.

FORM TENDER

To,
The A.G.M,
Premises & Estate
State Bank of India,
Local Head Office, Hoshangabad Road,
Bhopal 462011

Dear Sir,

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

MEMORANDUM

Description of work	SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 40 KWp ON-GRID SOLAR ROOFTOP POWER PLANT & ITS ALLIED ELEVATED/SUPER STRUCTURE CIVIL/FABRICATION WORKS, NET METERING WITH DISCOM AND 5 YEARS COMPREHENSIVE AMC
Earnest Money	Rs. 18,000/- (Rupees Eighteen Thousand only) by means of Demand Draft / Banker's Cheque (Valid for a period of 90 Days from the date of issue of the tender) from any scheduled Nationalized Bank drawn in favour of A.G.M. (P&E) State Bank of India, LHO Bhopal. Hardcopy of original EMD must be received at this office on or before of stipulated date & time within the Envelope otherwise tender will be not considered.
Percentage, if any, to be deducted from Bills and total amount to be retained	10 % from Running Bills, subject to maximum Total 5% of contract amount or actual Final Bill value including EMD & Initial Security Deposit.
Time allowed for completion of the Works from the date of written order or date of handing over of the site (whichever is later) to commence the work	45 DAYS

I / We have deposited a sum of **Rs. 18,000/-** of the total tender amount as Earnest Money with the **A.G.M. (P&E) State Bank of India, LHO Bhopal**. which amount is not to bear any interest. Should I / We fail to execute the Contract when called upon to do so I / We do hereby agree that this sum shall be forfeited by me/us to SBI

1) Our Bankers are:

- i)
- ii)

The names of partners of our firm are:

- i)

ii)

Name of the partner of the firm

Authorised to sign

Or

(Name of person having Power of Attorney to sign the Contract.

(Certified true copy of the Power of Attorney should be attached)

Yours faithfully,

Signature of Contractors.

Signature and addresses of Witnesses

i)

ii)

SAMPLE BUSINESS RULE DOCUMENT

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 40 KWp ON-GRID SOLAR ROOFTOP POWER PLANT & ITS ALLIED ELEVATED/SUPER STRUCTURE CIVIL/FABRICATION WORKS, NET METERING WITH DISCOM AND 5 YEARS COMPREHENSIVE AMC

(A) Business rules for E-tendering:

1. Only empaneled contractors with SBI under appropriate category who are invited by the project Architect/SBI shall only be eligible to participate.
2. SBI will engage the services of an E-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.
3. In case of e-tendering, SBI will inform the vendor in writing, the details of service provider to enable them to contact and get trained.
4. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
5. 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.
6. The Contractors will be required to submit the hard copy of EMD and proof of tender application copies in sealed Envelope to the office of State Bank of India at the address mentioned hereinbefore by the stipulated date and time. Contractors not submitting any one or more documents shall not be eligible to participate in the online price bidding.
7. E-tendering will be conducted on schedule date & time.
8. **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.**

(B) Terms & conditions of E-tendering:

SBI shall finalize the Tender through e-tendering mode for which **M/s.....** has been engaged by SBI an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your Commercial Bid.

1. E-tendering shall be conducted by SBI through **M/s.....** 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.
2. **M/s.....** shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.
3. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.

4. **VALIDITY OF BIDS:** The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
5. Procedure of E-tendering:

Online E-tendering :

- (a.a.1.a.i.3.a) The hard copy of the Technical as well as Price Bid is available on the Bank's website during the period specified in the NIT.
 - (a.a.1.a.i.3.b) Online e-tendering is open to the empaneled bidders who receive NIT from the SBI and qualified for participating in the price bidding as provisions mentioned here in above through SBI approved Service Provider.
 - (a.a.1.a.i.3.c) 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.
 - (a.a.1.a.i.3.d) The Contractors are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
 - (a.a.1.a.i.3.e) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
 - (a.a.1.a.i.3.f) In case, contractor fails to quote their rates for any one or more tender items, their tender shall be treated as **"Incomplete Tender"** and shall be liable for rejection.
6. **LOG IN NAME & PASSWORD:** Each Bidder is assigned a Unique User Name & Password by **M/s.....**The Bidders are requested to change the Password after the receipt of initial Password from **M/s.....**All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
 7. **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 at liberty to take action as deemed necessary including dpaneling such contractors and forfeiting their EMD.
 8. At the end of the E-tendering, SBI will decide upon the winner. SBI decision on award of Contract shall be final and binding on all the Bidder
 9. SBI shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.
 10. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
 11. Other terms and conditions shall be as per your techno-commercial offers and other correspondences till date.
 12. **OTHER TERMS & CONDITIONS:**
 - 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.
 - The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
 - SBI decision on award of Contract shall be final and binding on all the Bidders.
 - SBI reserves their rights to extend, reschedule or cancel any E-tendering within its sole discretion.

- SBI or its authorized service provider **M/s**.....shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- SBI or its authorized service provider **M/s**.....is not responsible for any damages, including damages that result from, but are not limited to negligence.
- SBI or its authorized service **M/s**.....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 II) duly signed to M/s Antares Systems Limited, Bangalore.
- **All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.**

PROCESS COMPLIANCE STATEMENT (ANNEXURE II)

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

To,
M/s.....,

Address:,

Contact no.:

e-Mail:

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 40 KWp ON-GRID SOLAR ROOFTOP POWER PLANT & ITS ALLIED ELEVATED/SUPER STRUCTURE CIVIL/FABRICATION WORKS, NET METERING WITH DISCOM AND 5 YEARS COMPREHENSIVE AMC

Dear Sir,

This has reference to the Terms & Conditions for the E-tendering mentioned in the Tender document.

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 E-tendering as mentioned in RFP of SBI as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the E-tendering tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI and **bidder**, shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-E-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E-tendering event.
- 5) We confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
- 6) We, hereby confirm that we will honor the Bids placed by us during the E-tendering process.

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Scan it and send to this Document on -----

ARTICLES OF AGREEMENT

(On non-judicial Stamp Paper of Rs. 1500/- or as per latest Govt. Rules)

This agreement made on the _____ day of _____ Two Thousand ____ BETWEEN State Bank of India a corporation incorporated under the State Bank of India Act, 1955 and having its Corporate office at State Bank Bhawan Madam Cama Road Nariman Point Mumbai and one of Local Head Offices at BHOPAL, (hereinafter called "the Employer") of the one part and M/s _____ through its _____ having its registered office at _____ (hereinafter called "the Contractor") of the other part.

WHEREAS the Employer is desirous of executing Works to be carried out **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 40 KWp ON-GRID SOLAR ROOFTOP POWER PLANT & ITS ALLIED ELEVATED/SUPER STRUCTURE CIVIL/FABRICATION WORKS, NET METERING WITH DISCOM AND 5 YEARS COMPREHENSIVE AMC**

.as per Schedule-I, to this agreement and has caused Drawings, Bills of Quantities and Specification describing the work to be done, prepared by **NA** (hereinafter called "the Architects").

AND WHEREAS the said Drawings, the Bills of Quantities marked pages ____ to ____ (inclusive) and the Specifications as stated have been signed by or on behalf of the parties hereto:

AND WHEREAS the Contractor has agreed to execute the work upon the Conditions of Tender and the Conditions of Contract and further subject to the Special Conditions set forth in Schedule-II hereto attached (hereinafter collectively referred to as "the said Conditions") as per the said Drawings and as described in the said Specification and included in the said Bills of Quantities for the sum of Rupees _____

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the sum of Rupees _____ to be paid at the time and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Drawings and described in the said Specification and Bills of Quantities, complete the work within stipulated period of time.
2. The Employer shall pay to the Contractor the said sum of Rs. _____ or such other sum as shall become payable hereunder at the times and in the manner specified hereinafter.
3. The term "The Architects" in the said conditions shall mean **NA** or in the event of their ceasing to be Architects for the purposes of this Contract, such other persons as shall be nominated for that purpose by the Employer, not being a person to whom the contractor shall object for reasons considered to be sufficient by the Employer mentioned in the said Conditions. Provided always that no persons subsequently appointed to be Architects under this Contract shall be entitled to disregard or overrule any decision or approval or direction given or expressed by the Architects for the time being.
4. The said Conditions, Specifications and Priced Bills of Quantities shall be read and construed as forming part of this agreement, and the parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their parts respectively in such Conditions, Specifications and Priced Bills of Quantities contained.
5. This agreement is subject to jurisdiction of courts at **Bhopal M.P** only.
6. **The Asst. General Manager (P&E), LHO, BHOPAL** shall exercise powers on behalf of the said Employer for the purpose of the Contract Agreement.

7. Whereas both the parties agree to sign the following annexure Annexed to this Agreement in token of their acceptance.
- (i) Agreement
 - (ii) General Conditions of contract.
 - (iii) Special Condition of Contract.
 - (iv) Safety Codes.
 - (v) Specifications.
 - (vi) Material Testing & Their Frequency.
 - (vii) List of Approved Makes/ Brands
 - (viii) Priced Bill of Quantities.
 - (ix) Drawings.
8. The Bank shall pay the contractor such sum as shall become payable hereunder at the times and in the manner specified in the said Conditions mentioned in the General Conditions of Contract.
9. Whereas the Contractor hereby undertakes and agrees to carry out and complete the works within 45 **DAYS** from the date of handing over site or 15 days from the date of issue of letter of acceptances, whichever is later. The Contractor agrees and has deposited the sum of Rs. _____ by way of Initial Security Deposit for due fulfillment of this Contract for the Works. It is agreed that the Security Deposit shall be deducted from each running bills and refunded to the contractor as per clause 2 of the General Conditions of the Contract Annexed herewith.
10. Whereas it is agreed that the earnest money amounting to **Rs. 18,000/-** deposited by the Contractor in the form of Demand Draft along with the tender shall be forfeited in full in case the Contractor does not remit the Initial Security Deposit within the stipulated period of the start of the works by the stipulated date mentioned in the award letter.
11. Whereas Shri _____ is the accredited representative(s) of the Contractor who would be responsible for taking instructions from the Employer in relation to the Works. The Contractor agrees to pay Sales Tax or any other Tax on material or finished works like Works Contract Tax, Turnover Tax, etc. including Income Tax in respect of this Contract of the Works and the Employer will not entertain any claim whatsoever in this regard nor shall the Employer be responsible to pay any Tax as mentioned above. If due to non – payment of any of the aforesaid Tax or other Taxes connected with the Works, the Employer suffers any loss or damages occurred due to the Contractor then the Employer will be entitled to claim damages from the contractor for such loss and also for non-completion of the Work within **45 DAYS** stipulated in Para 9, above.
12. Whereas the Contractor hereby declares the list of all the relative working with the Employer which is annexed herewith.

OR

Whereas the Contractor declares that none of his relative is working with the Employer.

OR

Whereas the Contractor declares that he has associated himself with the agencies of the appropriate classes of person for Sanitary and Water Supply Installation etc. or any other specialized job to complete the works.

The Plans, Drawings, Specifications, Contract Documents and the Documents above mentioned shall form basis of this Contract and the decision of **AGM (P&E) , SBI PREMISES & ESTATE DEPARTMENT., 3rd Floor, LHO BUILDING Hoshangabad Road BHOPAL 462011** for the time being as mentioned in the Conditions of Contract in reference to all matters of dispute as to material, workmanship or account and as to the intended interpretation of the clauses of the Agreement or any of the document attached hereto shall be final and binding on both parties and may be made rule of the court.

The work comprises of the "**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 40 KWp ON-GRID SOLAR ROOFTOP POWER PLANT & ITS ALLIED ELEVATED/SUPER STRUCTURE CIVIL/FABRICATION WORKS, NET METERING WITH DISCOM AND 5 YEARS COMPREHENSIVE AMC**

." as mentioned above and all subsidiary and other works connected therewith on the same site as may be ordered to be done from time to time by **AGM (P&E), SBI PREMISES & ESTATE DEPARTMENT., 3rd Floor, LHO BUILDING Hoshangabad Road BHOPAL 462011** for the

time being even though such works may not have been shown on the , Plans or described in the said Specifications or Schedule of Quantities of various classes of Work to be done.

13. The Employer through the **AGM (P&E), SBI PREMISES & ESTATE DEPARTMENT., 3rd Floor, LHO BUILDING Hoshangabad Road BHOPAL 462011** reserves himself the right of altering the Plans, Drawings and nature of Work of adding to or omitting any items of work or having portions of the same carried out departmentally or otherwise and such alterations or variations shall be carried out without prejudice to this Contract.
14. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in **M.P** and only the court at **BHOPAL** shall have jurisdiction to determine the same.
15. The several parts of this Contract have been read to us and fully understood by us.

In Witness whereof the parties above named have executed these presents today and year first hereinabove written.

Signed, Sealed and Delivered by:

Authorised Representative of Employer

Authorised Representative of Contractor

SCHEDULE I

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 40 KWp ON-GRID SOLAR ROOFTOP POWER PLANT & ITS ALLIED ELEVATED/SUPER STRUCTURE CIVIL/FABRICATION WORKS, NET METERING WITH DISCOM AND 5 YEARS COMPREHENSIVE AMC

as described in Tender and Drawings inclusive hereto as Specifications.

SCHEDULE II

The following Letters/ Correspondence form a part of Agreement:

- 1.
- 2.
- 3.

As witness our hands the day and year first written above,

In presence of

Signature:

Signature by the said Employer

Name:

Name:

OccMPation:

Designation:

Address:

Address:

In presence of

Signature:

Name:

Occupation:

Address:

Signature by the said Contractor

Name:

Designation:

Address:

SECTION – 1

INSTRUCTIONS TO THE TENDERERS

1.0 Scope of work

State Bank of India invites e-tender's for **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 40 KWp ON-GRID SOLAR ROOFTOP POWER PLANT & ITS ALLIED ELEVATED/SUPER STRUCTURE CIVIL/FABRICATION WORKS, NET METERING WITH DISCOM AND 5 YEARS COMPREHENSIVE AMC**

Before quoting the rates in the bid, request to all the vendors visit the respective site to understand site conditions and the rate quoted by them inclusive of SITC works, net metering, liaison work with respective DISCOM to compete as per scheduled time as per tender, 5 years CAMC (Comprehensive Annual Maintenance Contract) includes cleaning works on fortnight basis, replace PV panel, inverter, electrical components, cable, wire, switchgears, electronics components, fabrication works etc if found damage or malfunctioning within 5 years period of CAMC

Make of PV panel and solar Inverter should be as per specified make as mentioned in tender documents.

- a) Supply, Installation, Testing and Commissioning of ON-GRID 40 KWp **(TOPCON, N-TYPE, BIFACIAL, DUAL GLASS, HALL-CUT MONO CRYSTALLINE, 580+ watt above), 12 YEAR PRODUCT WARRANTY, 30 YEARS POWER OUTPUT WARRANTY** Solar Power plant on Rooftop of above Branch/office/Residence.
- b) Plant with net metering & SIM based remote monitor feature with one year recharge by vendor.
- c) Solar plate cleaning arrangement at rooftop with CPVC water pipe.
- d) Cleaning of Solar Panels twice in a month.
- e) Graph of hourly solar power generation, E-day, E-total (Kwh) solar power generation details on inverter LED display simultaneously must be available.
- f) Connecting of armored aluminum cable with 300/250/200/160/125-amp AMP MCCB from the existing branch/office supply.
- g) Vendor are requested to visit the site to be made by vendor before quoting.
- h) **Elevated structure/superstructure** to be made at site with **Elevated structure/superstructure** to be made at site with minimum height of 7 feet at one side and other is more than it around 9 to 10 feet according to site condition with all necessary technical specification and terms, condition of tender documents and withstand heavy wind pressure as mentioned in tender.
- i) CAMC (Comprehensive Annual Maintenance Contract)- Vendor to replace PV panel, inverter, electrical components, cable, wire, switchgears, electronics components, fabrication works etc if found damage or malfunctioning within 5 years period of CAMC.
- j) **Please note that the existing roof is inclined/slope. So, extra precaution/safety to be taken care during the execution of works and its maintenance.**

- k) Vendor shall carry out all the tasks such as cleaning/ scratching/ roughening/ smoothing etc required to prepare the floor for effective bonding with the concrete pedestal of the module mounting structures (MMS). Foundation that is Concrete pedestal for the MMS structures shall be of 300X300X300mm @ ratio 1:2:4 concrete mix as per IS: 456. Two-part epoxy compound (NITO Bond Epoxy Resin Bonding agent) shall be applied between the floor and pedestal surfaces to facilitate effecting bonding.

1.1 Site and its location

As mentioned above location

2.0 Tender documents

- 2.1 The work has to be carried out strictly according to the conditions stipulated in the tender consisting of the following documents and the most workmen like manner.

Instructions to tenderers

General conditions of Contract

Special conditions of Contract

Additional specifications

Drawings

Priced bid A

- 2.2 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;

- a) Price Bid
- b) Additional Specifications
- c) Technical specifications
- d) Drawings
- e) Special conditions of contract
- f) General conditions of contract
- g) Instructions to Tenderers

- 2.3 Complete set of tender documents including relative drawings can be downloaded from the website www.sbi.co.in-SBI in the news-Procurement news

- 2.4 The tender documents are not transferable.

3.0 Site Visit

- 3.1 The tenderer must obtain himself on his own responsibility and his own expenses all information and data that may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc;

The tenderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender.

4.0 **Earnest Money**

4.1 The tenderers are requested to submit the Earnest Money of **Rs.18,000/** by means of **Demand Draft / Pay Order** (Valid for a period of 90 Days from the last date of submission of the tender) from any scheduled Nationalized Bank drawn **in favour of A.G.M. (P&E) State Bank of India, LHO Bhopal and payable in Bhopal. NO TDR / STDR SHALL BE ACCEPTED AS EMD**

4.2 EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD in accordance with clause 4.1 above shall be rejected.

4.3 No interest will be paid on the EMD.

4.4 EMD of unsuccessful tenderer will be refunded within 30 days of award of Contract.

4.5 EMD of successful tenderer will be retained as a part of security deposit.

5.0 **Initial/ Security Deposit**

The successful tenderer will have to submit a sum equivalent to 2% of accepted tender value less EMD by means of DD drawn in favour of A.G.M. (P&E) State Bank of India, LHO Bhopal within a period of 15 days of acceptance of tender

6.0 **Security Deposit**

6.1 Total security deposit shall be 5% of contract value. Out of this 2% of contract value is in the form of Initial Security Deposit (ISD) which includes the EMD. Balance 3% shall be deducted from the running account bill of the work at the rate of 10% of the respective running account bill i.e., deduction from each running bill account will be @10% till Total Security Deposit (TSD) including ISD reaches to 5% of contract value. The 50% of the Total Security Deposit shall be paid to the contract on the basis of architect's certifying the virtual completion. The balance 50% would be paid to the contractors after the defects liability period as specified in the contract.

6.2 **Additional Security Deposit**

Additional Security deposit (ASD)/Additional performance Guarantee (APG) shall be applicable if the bid price is below 10.00 % of the estimated cost put to tender. The amount of such ASD/ APG shall be the difference between 90.00 % of estimated cost put to tender and the quoted price.

Such ASD could be in the form of DD / Banker Cheque in the Bank's name as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion.

6.3 No interest shall be paid to the amount retained by the Bank as Security Deposit.

7.0 **Signing of contract Documents**

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within 30 days from the receipt of intimation of acceptance of the tender by the Bank. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

8.0 **Completion Period**

Time is essence of the contract. The work should be completed in all respect accordance with the terms of contract within a period of **45 DAYS** from the date of award of work.

9.0 **Validity of tender**

Tenders shall remain valid and open for acceptance for a period of 90 days from the date of opening price bid. If the tenderer withdraws his/her offer during the value period or makes modifications in his/her original offer which are not acceptable to Bank without prejudice to any other right or remedy the Bank shall be at liberty to forfeit the EMD.

10.0 **Liquidated Damages**

The liquidated damages shall be 0.50% per week subject to a maximum of 5% of contract value.

11.0 **Rate and prices:**

11.1 The tenderers need not quote their rates for which no quantities have been given. In case the tenderers quote their rates for such items those rates will be ignored and will not be considered during execution.

11.2 The tenderers should not change the units as specified in the tender. If any unit is changed the tenders would be evaluated as per the original unit and the contractor would be paid accordingly.

The tenderer should not change or modify or delete the description of the item. If any discrepancy is observed he should immediately bring to the knowledge of the Architect/ SBI.

11.3 Each page of the BOQ shall be signed by the authorized person and cutting or overwriting shall be duly attested by him.

11.4 Each page shall be totaled and the grand total shall be given.

11.5 **The rate quoted shall be firm and shall include all costs, allowances, taxes, levies, charges, royalties, cess etc but excluding GST as applicable which will be reimbursed by the Bank as per Govt. Norms prevailing from time to time.**

11.6 The SBI reserve their rights to accept any tenders, either in whole or in part or may entrust the work in phases or may drop the part scope of work at any stage of the project within its sole discretion without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.

11.7 In case it is decided by the SBI to drop one or more buildings from the scope of work at any stage of the project, the contractor shall not be entitled to raise any claim / compensation for such deleted scope of work. Also, the SBI may consider issuing work order for various buildings in phases but within a reasonable time interval and the contractor shall be bound to execute the same within the stipulated time period and as per rates quoted by them in this tender without any claim for price escalation.

12. **Restriction under Rule 144 9XI) of General Financial Rules 2017 of Ministry of Finance, India order no. F. No. 6/18/2019/PPD dated 23rd July 2020.**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender ONLY if the bidder is registered with the Competent Authority (registration committee constituted by the Department for promotion of industry and internal Trade).
- II. 'Bidder' (including the terms 'tender' 'consultant or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. 'bidder from a country which shares land border with India (such a country); for this purpose means:
 - a. An entity incorporated, established or registered in such a country, or

- b. A subsidiary of an entity incorporated, established or registered in such a country or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country, or
- d. An entity whose beneficial owner is situated in such a country or
- e. An Indian (or other) agent of such an entity or
- f. A natural person who is a citizen of such a country or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of A Company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling interest or who exercise control through other means.

Explanation-

- a. "Controlling ownership interested" means ownership of or entitlement to more than twenty five percent of shares or capital or profits of the Company;
 - b. "Control" shall include right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s), who whether acting alone or together, through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who whether acting alone or together, through one or more judicial person, has ownership of or entitlement to more than fifteen percent of capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the trustiest, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person to do any act for another, or to represent another in dealing with third person .

VI. [To be inserted in tenders for Works contracts, including Turnkey contract]. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII. All bidders need to submit a declaration-cum-certificate (along with evidence) in this regards as per "Annexure-I" failure to submit such valid declaration-cum-Certificate will make the bid liable for rejection."

GENERAL CONDITIONS OF CONTRACT

1.0 Definitions: -

“Contract means the documents forming the tender and the acceptance thereof and the formal agreement executed between SBI (client) and the contractor, together with the documents referred there in including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Architects/ Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

1.1 In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

1.1.1 ‘SBI’ shall mean A.G.M. (P&E), State Bank of India, Local Head Office, Hoshangabad Road, Bhopal 462011 and includes the client’s representatives, successors and assigns.

1.1.2 ‘Architects/ Consultants’ shall mean M/s **NA**

1.1.3 ‘Site Engineer’ shall mean an Engineer appointed by the SBI at site as their representative for day-to-day supervision of work and to give instructions to the contractors.

1.1.4 ‘The Contractor’ shall mean the individual or firm or company whether incorporate not, undertaking the works and shall include legal personal representative of individual or the composing the firm or company and the permitted assignees of individual or firms of company.

The expression ‘works’ or ‘work’ shall mean the permanent or temporary work description in the “Scope of work” and / or to be executed in accordance with the contract includes materials, apparatus, equipment, temporary supports, fittings and things of kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.1.5 ‘Engineer’ shall mean the representative of the Architect/consultant.

1.1.6 ‘Drawings’ shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time ‘Contract value shall mean value of the entire work as stipulated in the letter of acceptance of tender subject such additions there to or deductions there from as may be made under the provide herein after contained.

1.1.7 Specifications’ shall mean the specifications referred to in the tender and modifications thereof as may time to time be furnished or approved by the Architect/ Consultant.

1.1.8 “Month” means calendar month.

1.1.9 “Week” means seven consecutive days.

1.1.10 “Day” means a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively.

1.1.11 “SBI Engineer” shall mean The Civil / Electrical Engineer in - charge of the Project, as nominated by the A.G.M. (P&E) State Bank of India, LHO Bhopal.

1.1.12 The following shall constitute the Joint Project Committee (herein under referred to as JPC) for assessing and reviewing the progress of the work on the project and to issue instructions or directions from time to time for being observed and followed by the Architects Site Engineer /PMC and other consultants / contractors engaged in the execution of the project.

- i) A.G.M. (P&E) State Bank of India, Local Head Office, Bhopal.
- ii) SBI Engineer (Civil and Electrical) in-charge of the Project, as may be nominated by the M.D. & CEO.
- iii) Concerned partner of the Architects and their Resident Architect.... Member.

CLAUSE

1.0 Total Security Deposit

Total Security deposit comprise of

Earnest Money Deposit

Initial security deposit

Retention Money

a) **Earnest Money Deposit -**

The tenderer shall furnish **EMD of Rs.18000-** in the form of Demand draft or bankers cheque drawn in favour of A.G.M. (P&E) STATE BANK OF INDIA, LHO BHOPAL., on any Scheduled Bank. No tender shall be considered unless the EMD is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded soon after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time the period when he is required to keep his tender open acceptance by the SBI or after it is accepted by the SBI the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time. **NO TDR / STDR SHALL BE ACCEPTED AS EMD.**

b) **Initial Security Deposit (ISD)**

The amount of ISD shall be 2% of accepted value of tender including the EMD in the form of DD/FDR drawn on any scheduled Bank and shall be deposited within 15 days from the date of acceptance of tender.

ADDITIONAL SECURITY DEPOSIT / PERFORMANCE GUARANTEE

Additional Security deposit (ASD)/Additional performance Guarantee (APG) shall be applicable if the bid price is below 10.00 % of the estimated cost put to tender. The amount of such ASD/ APG shall be the difference between 90.00 % of estimated cost put to tender and the quoted price. Such ASD could be in the form of DD / Banker Cheque in the Bank's name as per format approved by the Bank. On successful completion of work ASD will be returned to the contractor. In case contractor fails to complete the work in time or as per tender specification or leave the job incomplete, the bank will be at liberty to recover the dues from ASD or to forfeit such ASD as the case may be within its sole discretion. No interest shall be paid to the amount retained by the Bank as Security Deposit.

c) **Retention Money: -**

Besides the SD as deposited by the contractor in the above said manner, the Retention money shall be deducted from the running account bill at the rate of 10% of the gross value of work done by the contractor and claimed in each bill provided the total security deposit i.e. ISD plus EMD plus Retention Money shall both together not exceed 5% of the contract value. The 50% of the total security deposit shall be refunded to the contractor without any interest on issue of Virtual Completion certificate by the Architect/consultant. The balance 50% of the total security deposit shall be refunded to the contractors without interest within fifteen days after the end of defects liability period provided the contractor has satisfactorily attended to all defects in accordance with the conditions of contract including site clearance.

2.0 **Language**

The language in which the contract documents shall be drawn shall be in English.

3.0 **Errors, omissions and discrepancies**

In case of errors, omissions and/ or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc., the following order shall apply.

- i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
- ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
- iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted:
 - a) In case of difference between rates written in figures and words, the rate in words shall prevail.
 - b) Between the duplicate / subsequent copies of the tender, the original tender shall be taken as correct.

4.0 **Scope of Work:**

The contractor shall carryout complete and maintain the said work in every respect strictly accordance with this contract and with the directions of and to the satisfaction Bank to be communicated through the architect/consultant. The architect/consultant at the directions of the SBI from time to time issue further drawings and / or write instructions, details directions and explanations which are here after collectively references to as Architect's /consultant's instructions in regard to the variation or modification of the design, quality or quantity of any work or the addition or omission or substitution work. Any discrepancy in the drawings or between BOQ and / or drawings and / or specifications. The removal from the site of any material brought thereon by the Contractor and any substitution of any other materials therefore the removal and / or re-executed of any work executed by him. The dismissal from the work of any person engaged thereupon.

5.0 i) **Letter of Acceptance:**

Within the validity period of the tender the SBI shall issue a letter of acceptance directly or through the architect by registered post or otherwise depositing at the of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a bind contract between the SBI and the contractor.

ii) **Contract Agreement:**

On receipt of intimation of the acceptance of tender from the SBI / Architect the successful tenderer shall be bound to implement the contract and within fifteen days there of shall sign an agreement in a non-judicial stamp paper of appropriate value, subject to approval of Law Department of SBI, LHO, Bhopal.

6.0 **Ownership of drawings:**

All drawings, specifications and copies thereof furnished by the SBI through its Architect / consultants are the properties of the SBI. They are not to be used on other work.

7.0 **Detailed drawings and instructions:**

The SBI through its architects / consultants shall furnish with reasonable proper additional instructions by means of drawings or otherwise necessary for the execution of the work. All such drawings and instructions shall be consistent with contract documents, true developments thereof and reasonably inferable there.

The work shall be executed in conformity therewith and the contractor prepare a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the SBI through the architect/consultant

7.0 Copies of agreement

Two copies of agreement duly signed by both the parties with the drawings shall be handed over to the contractors.

8.0 Liquidated damages:

If the contractor fails to maintain the required progress in terms of clause 6.0 of GOC or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion, without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a liquidated damages at the rate of 0.50% of the contract value which subject to a maximum of 5% of the contract value.

9.0 Materials, Appliances and Employees

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by the SBI /Architect/ consultant he shall be removed from the site immediately.

10.0 Permits, Laws and Regulations:

Permits and licenses required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contract. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the SBI in writing under intimation of the Architect/ Consultant. If the contractor performs any act, which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the SBI any legal actions arising there from.

11.0 Setting out Work:

The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and get it approved by the architect / consultant before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by, the architect / consultant the contractor shall be responsible for the same and shall his own expenses rectify such error, if so, required to satisfaction of the SBI.

12.0 Protection of works and property:

The contractor shall continuously maintain adequate protection. of all his work from damage and shall protect the SBI's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss, except due to causes beyond his control and due to his fault or negligence.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protections of his employees on the works and shall comply with all applicable provisions of Govt. and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property on about or adjacent to his place of work. The contractor shall take insurance covers as per clause 24.0 at his own cost. The policy may be taken in joint names of the contractor and the SBI and the original policy may be lodged with the SBI.

13.0 Inspection of work:

The SBI / Architect / Consultant or their representatives shall at all reasonable times have free access to the work site and / or to the workshop, factories, or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the SBI./Architect/consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBI / Architect /Consultant except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's Organization a wing of Central Vigilance commission.

14.0 **Assignment and subletting**

The whole of work included in the contract shall be executed the contractor and he shall not directly entrust and engage or indirectly transfer, assign or underlet the contract or any part or share there of or interest therein without the written consent of the SBI through the Architect and no undertaking shall relieve the contractor from the responsibility of the contractor from active & superintendence of the work during its progress.

15.0 **Quality of materials, workmanship & Test**

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect/consultant instructions and shall be subject from time to time to such tests as the architect/consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labor, and materials as are normally required for examining measuring sampling and testing any material or part of work before incorporation in the work for testing as may be selected and required by the architect/consultant.

ii) **Samples**

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature / test certificate of the same shall be provided to the satisfaction of the Architect/consultant. Before submitting the sample / literature the contractor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specification. Only when the samples are approved in writing by the architect / consultant the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Architect / Consultant for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time. The Architect/Consultant shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials / equipment etc. shall be to the account of the contractor.

iii) **Cost of tests**

The cost of making any test shall be borne by the contractor if such test is intended by or provided for in the specification or BOQ.

iv) **Costs of tests not provided for**

If any test is ordered by the Architect/ Consultant which is either

- a) If so intended by or provided for or (in the cases above mentioned) is not so particularized, or though so intended or provided for but ordered by the Architect / Consultant to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government / approved laboratory, then the cost of such test shall be borne by the contractor.

16.0 **Obtaining information related to execution of work**

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of contract.

17.0 Contractor's superintendence

The contractor shall give necessary personal superintendence during the execution the works and as long, thereafter, as the Architect / Consultant may consider necessary until the expiry of the defects liability period, stated here to.

18.0 Quantities

- i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements and quantities. The rate quoted shall remain valid for variation of quantity against individual item to any extent. The entire amount paid under Clause 19, 20 hereof as well as amounts of prime cost and provision sums, if any, shall be excluded.

19.0 Works to be measured

The Architect/Consultant may from time to time intimate to the contractor that he require the work to be measured and the contractor shall forthwith attend or send a quantity representative to assist the Architect in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detail in the specifications. The representative of the Architect / Consultant shall take measurements with the contractor's representative and the measurements shall be entered in the measurement book. The contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the M book should the contractor not attend or neglect or omit to depute his representative to take measurements the measurements recorded by the representative of the Architect / consultant shall be final. All authorized extra work, omissions and all variations made shall be included such measurement.

20.0 Variations

No alteration, omission or variation ordered in writing by the Architect / consultant vitiates the contract. In case the SBI / Architect / Consultant thinks proper at any during the progress of works to make any alteration in, or additions to or omission from the works or any. alteration in the kind or quality of the materials to be used therein, the Architect / Consultant shall give notice thereof in writing to the contractor shall confirm in writing within seven days of giving such oral instructions the contract shall alter to, add to, or omit from as the case may be in accordance with such but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/ Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect / Consultant and the same shall be added to or deducted from the contract value, as the case may be.

21.0 Valuation of Variations

No claim for an extra shall be allowed unless it shall have been executed under the authority of the Architect / Consultant with the concurrence of the SBI as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- a) (i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.

(ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.

- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of Works are carried out, otherwise the prices for the same shall be valued under sub-Clause 'c' hereunder.
- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the Architect/ consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the Architect/ consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender, of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the Architect/Consultant) the workman's name and materials employed be delivered for verifications to the Architect /consultant at or before the end of the week following that in which the work has been executed.
- e) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the Contractor shall submit rates duly supported by rate analysis worked on the 'market rate basis for material, labour hire / running charges of equipment and wastages etc. plus 15% towards establishment charges, contractor's overheads and profit. Such items shall, not be eligible for escalation.

22.0 **Final measurement**

The measurement and valuation in respect of the contract shall be completed within two months of the virtual completion of the work.

23.0 **Virtual Completion Certificate (VCC)**

On successful completion of entire works covered by the contract to the full satisfaction of the SBI, the contractor shall ensure that the following works have been completed the satisfaction of the SBI.

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour equipment and machinery.
- b) Demolish, dismantle, and remove the contractor's site office, temporary works, structure including labor sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the SBI not incorporated in the permanent works.
- c) Remove all rubbish, debris etc. from the site and the land allotted to the contractor the SBI and shall clear, level and dress, compact the site as required by the SBI.
- d) Shall put the SBI in undisputed custody and possession of the site and all land allot by the SBI
- e) Shall hand over the work in a peaceful manner to the SBI.
- f) All defects / imperfections have been attended and rectified as pointed out by the Architects to the full satisfaction of SBI.

Upon the satisfactory fulfillment by the contractor as stated above, the contractor is entitled to apply to the Architect / consultant is satisfied of the completion of work. Relative to which

the completion certificate has been sought, the Architect/ consultant shall within Twenty One (14) days of the receipt of the application for completion certificate, issue a VCC in respect of the work for which the VCC has applied.

This issuance of a VCC shall not be without prejudice to the SBI's rights and contractor liabilities under the contract including the contractor's liability for defects liability nor shall the issuance of VCC in respect of the works or work at any site be construction as a waiver of any right or claim of the SBI against the contractor in respect of or work at the site and in respect of which the VCC has been issued.

24.0 Work by other agencies

The SBI / Architect / consultant reserves the rights to use premises and any portion the site for execution of any work not included in the scope of this contract which may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such work. The contractor however shall not be required to provide any plant or material for the execution of such work except by special arrangement with the SBI. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract.

25.0 Insurance of works

25.1 Without limiting his obligations and responsibilities under the contract the contractor shall insure in the joint names of the SBI and the contractor against all loss of damages from whatever cause arising other than the excepted risks, for which he is responsible under the terms of contract and in such a manner that the SBI and contractor are covered for the period stipulated I clause of GCC and are also covered during the period of maintenance for loss or damage arising from a cause, occurring prior to the commencement of the period of maintenance and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations under clause.

- a) The Works for the time being executed to the estimated current Contract value thereof, or such additional sum as may be specified together with the materials for incorporation in the works at their replacement value.
- b) The constructional plant and other things brought on to the site by the contractor to the replacement value of such constructional plant and other things.
- c) Such insurance shall be effected with an insurer and in terms approved by the SBI which approval shall not be unreasonably withheld and the contractor shall whenever required produce to the Architect / consultant the policy of insurance and the receipts for payment of the current premiums.

25.2 Damage to persons and property

The contractor shall, except if and so far as the contract provides otherwise indemnify the SBI against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to:

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of SBI to execute the works or any part thereof on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract
- d) Injuries or damage to persons or property resulting from any act or neglect of the SBI their agents, employees or other contractors not being employed by the contractor or for or in

respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the SBI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

25.3 Contractor to indemnify SBI

The contractor shall indemnify the SBI against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub-clause 25.2 of this clause.

25.4 Contractor's superintendence

The contractor shall fully indemnify and keep indemnified the SBI against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against SBI in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the SBI if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect / consultant in this behalf.

25.5 Third Party Insurance

25.5.1 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 24.0 of GCC shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBI or to any person, including any employee of the SBI, by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 24.0 thereof.

25.5.2 Minimum amount of Third Party Insurance

Such insurance shall be affected with an insurer and in terms approved by the SBI which approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the Architect / consultant the policy or policies of insurance cover and receipts for payment of the current premiums.

25.6 The minimum insurance cover for physical property, injury, and death is Rs.5 Lakh per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

25.7 Accident or Injury to workman:

25.7.1 The SBI 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 SBI or their agents, or employees. The contractor shall indemnify and keep indemnified SBI 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.

25.7.2 Insurance against accidents etc. to workmen

The contractor shall insure against such liability with an insurer approved by the SBI during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the architect / consultant such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligation to insured 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 SBI is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Architect /consultant when such policy of insurance and the receipt for the payment of the current premium.

25.7.3 Remedy on contractor's failure to insure

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the SBI may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the SBI as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

25.7.4 Without prejudice to the others rights of the SBI against contractors. In respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by the SBI and which are payable by the contractors under this clause. The contractor shall upon settlement by the Insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

26.0 Commencement of Works:

The date of commencement of the work will be reckoned as the date, fifteen days from the date of award of letter by the SBI.

27.0 Time for completion

Time is essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of **45 DAYS** from the date of commencement. If required in the contract or as directed by the Architect / consultant. The contractor shall complete certain portions of work before completion of the entire work. However, the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

28.0 Extension of time

If, in the opinion of the Architect/consultant, the work be delayed for reasons beyond the control of the contractor, the Architect/consultant may submit a recommendation to the SBI to grant a fair and reasonable extension of time for completion of work as per the terms of contract. If the contractor needs an extension of time for the completion of work or if the completion of work is likely to be delayed for any reasons beyond the due date of completion as stipulated in the contract, the contractor shall apply to the SBI through the Architect' Consultant in writing at least 30 Days before the expiry of the scheduled time and while applying for extension of time he shall furnish the reason in detail and his justification if an', for the delays. The architect/consultant shall submit their recommendations to the SBI in the prescribed format for granting extension of time. While granting extension of time the contractor shall be informed the period extended time which will qualify for levy of liquidated damages. For the balance period in excess of original stipulated period and duly sanctioned extension of time by the provision of liquidated damages as stated under clause 10.0 shall become applicable. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

29.0 Rate of progress

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and

conducted in a manner to the satisfaction of the Architect / consultant should the rate of progress of the work or any part thereof be at any time be in the opinion the. Architect / consultant too Slow to ensure the completion of the whole of the work the prescribed time or extended time for completion the Architect / consultant shall thereupon take such steps as considered necessary by the Architect / consultant to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the Architect / consultant neither shall relieve. The contractor from fulfilling obligations under the contract nor he will be entitled to raise any claims arising out of such directions.

30.0 Work during nights and holidays

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the Architect / consultant, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise the Architect / consultant. However the provisions of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically required / continued with the prior approval of the Architect / consultant at no extra cost to the SBI.

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance.

31.0 No compensation or restrictions of work

If at any time after acceptance of the tender SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not required the whole or any part of the work to be carried out. The Architect / consultant shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise what so ever on account of any profit or advantage which he might have derived from the execution of the Work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work.

Provided that the contractor shall be paid the charges on the cartage only of materials actually and bonafide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the Architect / Consultant shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less.

“In case of such stores having been issued from SBI stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of Architect / consultant shall be final.

32.0 Suspension of work

- i) The contractor shall, on receipt of the order in writing of the Architect / consultant (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as Architect /consultant may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons:
 - a) On account any default on the part of the contractor, or
 - b) For proper execution of the works or part thereof for reasons other than the default the contractor, or
 - c) For safety of the works or part thereof.
The contractor shall, during such suspension, properly protect and secure the works the

extent necessary and carry out the instructions given in that behalf by the Architect / consultant.

- i) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

33 **Action when the whole security deposit is forfeited**

In any case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the Architect / consultant shall have the power to adopt any of the following course as they may deem best suited to the interest of the SBI

- a) To rescind the contract (of which rescission notice in writing to the contractor by - Architect / consultant shall be conclusive evidence) and in which case the security, deposit of the contractor shall be forfeited and be absolutely at the disposal of SBI.
- b) To employ labour paid by the SBI and to supply materials to carry out the work, or part of the work, debiting the contractor with the cost of the labour and materials cost of such labour and materials as worked out by the Architect/consultant shall final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract certificate of architect /consultant as to the value of work done shall be final conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (The amount of which excess the certificates in writing of the Architects / consultant shall final and conclusive) shall be borne by original contractor and may be deducted f any money due to him by SBI under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the SBI the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect / consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

34.0 **Owner's right to terminate the contract**

If the contractor being an individual or a firm commit any 'Act of insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Govt. and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the Architect / Consultant that he is able to carry out and fulfill the contract, and to dye security therefore if so required by the Architect / Consultant.

Or if the contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or sublet this contract without the consent in writing of the SBI through the Architect/Consultant or shall charge or encumber this contract or any payment **due to** which may become due to the contractor there under:

- a) has abandoned the contract; or
- b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBI through the Architect / consultant written notice to proceed, or
- c) has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI through the Architect / Consultant that the said materials were condemned and rejected by the Architect/consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI or Architect's / consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBI and or the Architect / consultant, may not withstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI or the Architect / consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBI through the Architect / consultant their agents or employees may enter upon and take possession of the work and all plants, took scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to the work and the contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for complement and finishing or using the materials and plant for the works.

When the works shall be completed or as soon thereafter as convenient the SBI or architect / consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receive thereof by him the SBI sell the same by publication, and after due publication, and shall, adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the SBI incidental to the sale of the materials etc.

35.0 **Certificate of payment**

The contractor shall be entitled under the certificates to be issued by the Architect / consultant to the contractor within 10 working days from the date of certificate to payment from SBI from time to time. The SBI shall recover the statutory recovering other dues including the retention amount from the certificate of payment.

Provided always that the issue of any certificate by the Architect / consultant during progress of works or completion shall not have effect as certificate of satisfaction relieve the contractor from his liability under clause.

The Architect / consultant shall have power to withhold the certificate if the work orin part thereof is not carried out to their satisfaction.

The Architect / consultant may by any certificate make any corrections required previous certificate.

The SBI shall modify the certificate of payment as issued by the architect / consultant from time to time while making the payment

The contractor shall submit interim bills only after taking actual measurements and properly recorded in the M books

The contractor shall not submit interim bills when the approximate value of work done by him is less than **Rs. 20.00 Lakh** and the minimum interval between two such bills shall be one month.

The final bill may be submitted by contractor within a period of one month from the date of

virtual completion and Architect / consultant shall issue the certificate of payment within a period of two months. The SBI shall pay the amount within a period of four months from the date of issue of certificate provided there is no dispute in respect of rates and quantities.

The contractor shall submit the interim bills in the prescribed format with all details.

36.0 A. Settlement of Disputes and Arbitration

Except where otherwise provided in the contract all questions and disputes to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or 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 the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

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 to **the A.G.M.**, State Bank of India, Local Head Office, Hoshangabad Road, Bhopal 462011. And endorse a copy of the same to the Architect, 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 shall have been given by the contractor to the Asst. General Manager (Premises& Estate) 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 to **the A.G.M.**, State Bank of India, Local Head Office, Hoshangabad Road, Bhopal 462011 in writing in the manner and within the time aforesaid.

B. Settlement of Disputes and Arbitration

The Asst. General Manager (Premises & Estate) shall give his decision in writing on the claims notified by the receipt of the contractor may within 30 days of the receipt of the decision of the Asst. General Manager (Premises & Estate) / Submit his claims to the conciliating authority namely the to **the A.G.M.**, State Bank of India, Local Head Office, Hoshangabad Road, Bhopal 462011. For conciliation along with all details and copies of correspondence exchanged between him and the Asst. General Manager (Premises & Estate).

- iii) 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 falling which the claims of the contractor shall be deemed to have been considered absolutely barred and waived.
- iv) Except where the decision has become final, binding and conclusive in terms of the contract, all disputes or 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 let 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 as arbitrator.

The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any or any accordance modification or reenactment thereof and the rules made there under.

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 statement 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 arbitrators 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.

37.0 Water supply

The contractor shall make his own arrangements for water required for the work and nothing extra will be paid for the same. This will be subject to the following condition.

- i) That the water used by the contractor shall be fit for construction purposes to the satisfaction of the Architect / consultant's.
- ii) The contractor shall make alternative arrangements for the supply of water if the arrangement made by the contractor for procurement of water in the opinion of the Architect / consultant is unsatisfactory.
- iii) In case contractor is permitted to use SBI's source of water i.e. Municipal connection, Bore well (existing or new) etc., the SBI - may consider recovering @1% of contract amount from the final bill of contractor.

37.1 The contractor shall construct temporary well / tube well in SBI - land for taking water for construction purposes only after obtaining permission in writing from the SBI The contractor has to make his own arrangements for drawing and distributing the water at his own cost. He has to make necessary arrangements. To avoid any accidents or damages caused due to construction and subsequent maintenance of the wells. He has to obtain necessary approvals from local authorities, if required, at his own cost. He shall restore the ground to its original condition after wells are dismantled on completion of work or hand over the well to the SBI without any compensation as directed by the architect / consultant.

38.0 Power supply

The contractor shall make his own arrangements for power and supply / distribution system for driving plant or machinery for the work and for lighting purpose at his own cost, The cost of running and maintenance of the plants are to be included in his tender prices, He shall pay all fees and charges required, by the power supply and include the same in his tendered rates and hold the owner free from all such costs. He has to obtain necessary approval from the appropriate authorities, if required.

39.0 Treasure trove etc.

Any treasure trove, coin or object antique which may be found on the site shall be the property of SBI and shall be handed over to the bank immediately.

40.0 Method of measurement

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the

measurement will be on the net quantities or work produced in accordance with up to date rules laid down by the Bureau of Indian Standards. In the event any dispute / disagreement the decision of the Architect / consultant shall be final and binding on the corrector.

41.0 **Maintenance of registers**

The contractor shall maintain the following registers as per the enclosed perform at site of work and should produce the same for inspection of SBI -/Architect / consultant whenever desired by them. The contractor shall also maintain the records / registers as required by the local authorities / Govt. from time to time.

- i) Register for secured advance
- ii) Register for hindrance to work
- iii) Register for running account bill
- iv) Register for labour

42.0 **Force Majeure**

42.1 Neither contractor nor SBI shall be considered in default in performance of the obligations if such performance is prevented or delayed by events such as but not war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of or for any other cause beyond the reasonable control of the party affected or prevents or delayed. However a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

42.2 As soon as the cause of force majeure has been removed the party whose ability perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

42.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the caused itself and inability resulting there from having been removed, the agreed time completion of the respective obligations under this agreement shall stand extended a period equal to the period of delay occasioned by such events.

42.4 Should one or both parties be prevented from fulfilling the contractual obligations by state of force majeure lasting to a period of 6 months or wore the two parties, shall each other to decide regarding the future execution of this agreement.

43.0 **Local laws, Acts Regulations:**

The contractor shall strictly adhere to all prevailing labour laws inclusive at contract labour (regulation and abolition act of 1970) and other safety regulations. The contractors should comply with the provision of all labour legislation including the latest requirements of 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) Workmen'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 1 963 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.
- xi) Prevailing Indian Electricity rules & act.

44.0 **Accidents**

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the architect / consultant. The contractor shall also such report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

SPECIAL CONDITION OF CONTRACT

Scope of work

1.0 The scope of work is to carry out for the **SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 40 KWp ON-GRID SOLAR ROOFTOP POWER PLANT & ITS ALLIED CIVIL/FABRICATION WORKS, NET METERING WITH DISCOM AND 5 YEARS COMPREHENSIVE AMC**

2.0 Address of site

The site is located at as mentioned above.

3.0 Dimensions and levels

All dimensions and levels shown on the drawings shall be verified by the contractor and the site and he will be held responsible for the accuracy and maintenance of. All the dimensions and the levels. Figured dimensions are in all cases to be accepted and dimension shall be scaled. Large scale details shall take precedence over small scale drawings. In case of discrepancy the contractor shall ask for clarification from the Architect / consultant before proceeding with the work.

04 Notice of operation

The contractor shall not carry out any important operation without the Consent in with from the Architect / consultant:

5.0 Construction records

The contractor shall keep and provide to the Architect / consultant full and accurate records of the dimensions and positions of all new work and any other information necessary to prepare complete drawings recording details of the work as construction.

6.0 Safety of adjacent structures and trees

The contractor shall provide and erect to the approval of the Architect / consultant supports as may be required to effectively protect all structures and protective give to trees, which may be endangered by the execution of the works or otherwise such permanent measures as may be required by the Architect to protect the tree structures.

7.0 Temporary works.

Before any temporary works are commenced the contractor shall submit at least in advance to the architect / consultant for approval complete drawings of all temporary works he may require for the execution of the works. The contractor shall carry out the modifications relating to strength, if required by the architect / consultant may require in accordance with the conditions of contract at his own cost The contractor shall be solely responsible for the stability and safety of all temporary works and unfinished works and for the quality of the permanent works resulting from the arrangement eventually adopted for their execution.

8.0 Waterpower and other facilities

a) The rate quoted by the contractor shall include all expenses that are required for providing all

the water required for the work and the contractor shall make his own arrangements for the supply of good quality water suitable for the construction and good quality drinking water for their workers. If necessary the contractor has to sink a tube well / open well and bring water by means of tankers at his own cost for the purpose. The SBI will not be liable to pay any charges in connection with the above.

- b) The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges.
- c) The contractors for other trades directly appointed by the SBI shall be entitled to take power and water connections from the temporary water and power supply obtained by the contractor. However, the concerned contractor shall make their own arrangements to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them. All municipal charges for drainage and water connection for Construction purposes shall be borne by the contractor and charges payable for permanent connections, if any, shall be initially paid by the contractor and the SBI will reimburse the amount on production of receipts.
- d) The SBI as well as the Architect / consultant shall give all possible assistance to the Contractor's to obtain the requisite Permission from the various authorities, but the responsibility for obtaining the same in time shall be of the contractor.

9.0 **Facilities for contractor's employees**

The contractor shall make his own arrangement for the housing and welfare of his staff and workmen including adequate drinking water facilities. The contractor shall also make the arrangements at his own cost for transport where necessary for his staff and workmen to and from site of work at his own cost.

10.0 **Lighting of works**

The contractor shall at all times provide adequate and approved lighting as required for the proper execution and supervision and inspection of work.

11.0 **Firefighting arrangements**

- i) The contractor shall provide suitable arrangement for firefighting at his own cost. This purpose he shall provide requisite number of fire extinguishers and adequate number of buckets, some of which are to be always kept filled with sand and some with water. These equipments shall be provided at suitable prominent and easily accessible place and shall be properly maintained.
- ii) Any deficiency in the fire safety or unsafe conditions shall be corrected by the contractor at his own cost and, to the approval of the relevant authorities. The contractor make the following arrangements at his own cost but not limited the following:
 - a) Proper handling, storage and disposal of combustible materials and waste.
 - b) Work operations which can create fire hazards.
 - c) Access for fire-fighting equipments.
 - d) Type, number and location of containers for the removal of surplus materials and rubbish.
 - e) Type, size, number and location of fire extinguishers or other fire fighting equipment.
 - f) General house keeping.

12.0 **Site order book**

A site order book shall be maintained at site for the purpose of quick communication between the Architect / Consultant. Any communication relating to the work may be conveyed through records in the site order book. Such a communication from one party to the other shall be deemed to have been adequately served in terms of contract. Each site order book shall have machine numbered pages in triplicate and shall be carefully maintained and preserved by the contractor and shall be made available to the architect / consultant as and when demanded. Any instruction which the architect / consultant may like to issue to the contractor or the contractor may like to bring to the architect / consultant two copies of such instructions shall be taken from the site order book and one copy will be handed over to the party against proper acknowledgment and the second copy will be retained for their record.

13.0 Temporary fencing/ barricading

The contractor shall provide and maintain a suitable temporary fencing / barricading and gates at his cost to adequately enclose all boundaries of the site for the protection of the public and for the proper execution and security of the work and in accordance with the requirement of the architect / consultant and regulations of local authorities. These shall be altered, relocated, and adopted from time to time as necessary and removed on completion of the work.

14.0 Site meetings

Site meetings will be held to review the progress and quality evaluation. The contractor shall depute a senior representative along with the site representative and other staff of approved sub-contractors and suppliers as required to the site meetings and ensure all follow up actions. Any additional review meetings shall be held if required by the architect/ consultant.

15.0 Disposal of refuse

The contractor shall cart away all debris, refuse etc. arising from the work from the site and deposit the same as directed by the architect / consultant at his own cost. It is the responsibility of the contractor to obtain from the local authorities concerned to the effect that all rubbish arising out of contractor's activities at the construction site or any other off-site activities borrow pits has been properly disposed off.

16.0 Contractor to verify site measurement.

The contractor shall check and verify all site measurements whenever requested other specialists' contractors or other sub-contractors to enable them to prepare the own shop drawing and pass on the information with sufficient promptness as will in any way delay the works.

17.0 Displaying the name of the work

The contractor shall put up a name board of suitable size as directed by the architect/ consultant indicating there in the name of the project and other details as given by the architect/consultant at his own cost and remove the same on completion of work.

18.0 As built drawings

i) For the drawings issued to the contractor by the Architect / Consultant. The architect Consultant will issue two sets of drawings to the Contractor for the items for some changes have been made. From the approved drawings as instructed by the SBI / Architect / Consultant. The contractor will make the changes made on these copies and return these copies to the architect / Consultant for their approval. In cases revision is required or the corrections are not properly marked the architect / Consultant will point out the discrepancies to the contractor. The contractor will have to incorporate these corrections and / or attend to discrepancies either on copies as directed by the architect / consultant and resubmit to him for approval. The architect / consultant will return one copy duly approved by him.

ii) For the drawings prepared by the contractor

The contractor will modify the drawing prepared by him wherever the changes made by the SBI / Architect / consultant. And submit two copies of such modified drawings to the architect/ consultant for approval. The architect / consultant will return one copy of the approved drawing to the contractor.

19.0 Approved make

The contractor shall provide all materials from the list of approved makes at his own cost and also appoint the specialized agency for the waterproofing anti-termite, aluminum doors and windows and any other item as specified in the tender. The architect/consultant may approve any make / agency within the approved list as given in the tender after inspection of the sample/mock up.

20.0 **Procurement of materials**

The contractor shall make his own arrangements to procure all the required materials for the work .All wastages and losses in weight shall be to the contractors account

(Restriction under Rule 144 9XI) of General Financial Rules 2017 of Ministry of Finance, India order no. F. No. 6/18/2019/PPD dated 23rd July 2020.)

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender ONLY if the bidder is registered with the Competent Authority (registration committee constituted by the Department for promotion of industry and internal Trade).
- II. 'Bidder' (including the terms 'tender' 'consultant or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. 'bidder from a country which shares land border with India (such a country); for this purpose means:
 - a. An entity incorporated, established or registered in such a country, or
 - b. A subsidiary of an entity incorporated, established or registered in such a country or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country, or
 - d. An entity whose beneficial owner is situated in such a country or
 - e. An Indian (or other) agent of such an entity or
 - f. A natural person who is a citizen of such a country or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of A Company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling interest or who exercise control through other means.

Explanation-

 - a. "Controlling ownership interested" means ownership of or entitlement to more than twenty five percent of shares or capital or profits of the Company;
 - b. "Control" shall include right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s), who whether acting alone or together, through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who whether acting alone or together, through one or more judicial person, has ownership of or entitlement to more than fifteen percent of capital or profits of such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the trustiest, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- V. An Agent is a person to do any act for another, or to represent another in dealing with third person.
- VI. [The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VII. All bidders need to submit a declaration-cum-certificate (along with evidence) in this regards as per "Annexure-I" failure to submit such valid declaration-cum-Certificate will make the bid liable for rejection."

21.0 **Excise duty, taxes, levies etc.;**

The contractor shall pay and be responsible for payment of all taxes, duties, levies, royalties, fees, cess or charges in respect of the works including but not limited to sales tax, tax on works contract excise duty, and octroi, payable in respect of materials, equipment plant and other things required for the contract. All of the aforesaid taxes, duties, levies, fees and charges shall be to the contractor's account and the SBI shall not be required to pay any additional or extra amount on this account but **excluding GST**. Variation of taxes, duties, fees, levies etc if any, till completion of work shall be deemed to be included in the quoted rates and no extra amount on this account. Variation of taxes, duties, fees, levies etc if any, till completion of work shall be deemed to be included in the quoted rates and no extra claim on this account will in any case be entertained. If a new tax or duty or levy or cess or royalty or octroi is imposed under as statutory or law during the currency of contract the same shall be borne by the contractor. **The rate quoted shall be firm and shall include all costs, allowances, taxes, levies, charges, royalties, cess etc. but excluding GST as applicable which will be reimbursed by the Bank as per Govt. norms prevailing from time to time.**

22.0 **Acceptance of tender**

The SBI shall have the right to reject any or all tenders without assigning any reason. They are not to bind to accept the lowest or any tender and the tenderer or tenderers shall have no right to question the acts of the SBI However adequate transparency would be maintained by the SBI

23.0 **Photographs:**

- The Contractor shall at his own expense supply to the Architects with duplicate hard copies of large photographs not less than 25 cm. x 20 cm. (10" x 8") of the works, taken from two approved portions of each building, at intervals of not more than one months during the progress of the work or at every important stage of construction.
- In addition to above, the contractor shall be bound to submit adequate no. of site photographs along with their each Running Bill for the project clearing showing major progress of work measured and claimed therein failing which the Architect/ SBI may consider returning the Bill to the contractor and no claim for delay on this account will be entertained.

SAFETY CODE

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

TECHNICAL SPECIFICATIONS

1.1 INTRODUCTION:

In grid-connected Solar Photo-Voltaic (SPV) systems, **solar energy is fed into the building loads through bidirectional net meter** that are connected to the public electricity grid through a service connection with surplus energy being fed into the grid and shortfall being drawn from the grid. Application submission, liaisoning for obtaining feasibility approval and net meter installation shall be in scope of bidder. All works pertain to net metering are

under to scope of contractor and contractor bear all the cost materials including liaison with DISCOM of state & Electrical Safety Department.

1.2 QUALITY AND WORKMANSHIP:

Solar PV modules are designed to last 30 years or more. It is therefore essential that all system components and parts, including the mounting structures, cables, junction boxes, distribution boxes and other parts also have a life cycle of at least 30 years. Therefore all works shall be undertaken with the highest levels of quality and workmanship. During inspection of Bank Engineer and its representatives will pay special attention to neatness of work execution and conformity with quality and safety norms. Non-compliance works will have to be redone at the cost of the Installer. **(TOPCON, N-TYPE, BIFACIAL, DUAL GLASS, HALL-CUT MONO CRYSTALLINE, 580+ watt above), 12 YEAR PRODUCT WARRANTY, 30 YEARS POWER OUTPUT WARRANTY**

1.3 DEFINITION:

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

Solar PV system shall consist of following equipments/components.

- Solar PV modules consisting of required number of (**TOPCON, N-TYPE, BIFACIAL, DUAL GLASS, HALL-CUT MONO CRYSTALLINE, 580+ watt above**), **12 YEAR PRODUCT WARRANTY, 30 YEARS POWER OUTPUT WARRANTY** with Linear performance warranty.
- Grid interactive Power Conditioning Unit with 4G/5G SIM based Remote Monitoring System.
- Mounting structures.
- Junction Boxes.
- Earthing and lightning protections (both DC & AC sides).
- IR/UV protected PVC Cables, pipes and accessories.
- Water pipeline with necessary pump etc for cleaning of solar plates.
- Data acquisition system

1.4 SOLAR PHOTOVOLTAIC MODULES:

- 1.4.1 The PV modules used must qualify to the latest edition of IEC PV module qualification test or equivalent BIS standards (**TOPCON, N-TYPE, BIFACIAL, DUAL GLASS, HALL-CUT MONO CRYSTALLINE, 580+ watt above**), **12 YEAR PRODUCT WARRANTY, 30 YEARS POWER OUTPUT WARRANTY** Solar Cell Modules IEC 61215/IS14286. In addition, the modules must conform to IEC 61730 Part-2-requirements for construction & Part 2 – requirements for testing, for safety qualification or equivalent IS.

- a) For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701/IS 61701.
- b) The total solar PV array capacity should not be less than allocated capacity (kWp) and should comprise of solar (**TOPCON, N-TYPE, BIFACIAL, DUAL GLASS, HALL-CUT MONO CRYSTALLINE, 580+ watt above**), **12 YEAR PRODUCT WARRANTY, 30 YEARS POWER OUTPUT WARRANTY** modules of minimum **580 + watt or above** wattage. Module capacity less than minimum **580 + watts** should not be accepted.
- c) Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.
- d) PV modules must be mandatorily tested and approved by one of the IEC authorized test centers.
- e) The module frame shall be made of corrosion resistant materials, preferably having anodized aluminum.
- f) The bidder shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his bid. Bank shall allow only minor changes at the time of execution.

1.4.2 Other general requirement for the PV modules and subsystems shall be the Following:

- a) The rated output power of any supplied module shall have tolerance of +/- 3%.
- b) The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series connected modules) shall not vary by more than 2 (two) per cent from the respective arithmetic means for all modules and/or for all module strings, as the case may be.
- c) The module shall be provided with a junction box with either provision of external screw terminal connection or sealed type and with arrangement for provision of by-pass diode. The box shall have hinged, weather proof lid with captive screws and cable gland entry points or may be of sealed type and IP-65 rated.
- d) IV curves at STC should be provided by bidder.

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

- a) Name of the manufacturer of the PV module.
- b) Name of the manufacturer of Solar Cells.
- c) Month & year of the manufacture (separate for solar cells and modules).
- d) Country of origin (separately for solar cells and module).
- e) I-V curve for the module Wattage, I_m , V_m and FF for the module.
- f) Unique Serial No and Model No of the module.

- g) Date and year of obtaining IEC PV module qualification certificate.
- h) Name of the test lab issuing IEC certificate.
- i) Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001.

1.5. ARRAY/MODULE MOUNTING STRUCTURE:

- i. Hot dip galvanized MS/ Aluminium mounting structures shall be used for mounting the modules/ panels/arrays. Each structure will have angle of inclination as per the site conditions to take maximum insolation.
- ii. The Mounting structure must be Non-invasive Ballast Type and any sort of penetration of roof to be avoided. The design details are as follows:
 - a. The inclination of module should be within 10-15 degrees.
 - b. The upper edge of the module must be covered with wind shield so as to avoid bulk air ingress below the module. Slight clearance must be provided on both edges (upper & lower) to allow air for cooling.
- iii. The mounting structure should be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS 4759.
- iv. The fasteners should be made up of stainless steel. The structures shall be designed to allow easy replacement of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels.
- v. The total load of the structure (when installed with PV modules) on the terrace should be less than 60 kg/m². The load shall be well distributed so that point loads are well within the limits.
- vi. The minimum clearance of the structure from the roof level should be in between 70-150 mm.
- vii. The structures should be laid on the rooftop on weather resistant FRP mountings which should be non-penetrating type and proper drainage of rain water over terrace through the installation area should be maintained.
- viii. The structures should be suitably loaded with reinforced concrete blocks of appropriate weight made out of M25 concrete mixture.
- ix. Special care should be taken while designing all structures for modules to cater to heavy rainfall.
- x. The array shall be located sufficiently inside the boundary wall of the terrace (parapet wall) and should not be projecting out. PV array shall be installed in the terrace space free from any obstruction and/or shadow. PV array shall be installed utilizing optimum terrace space to minimize effects of shadows due to adjacent PV panel rows.
- xi. Adequate spacing shall be provided between two panel frames and rows of panels to facilitate personnel protection, ease of installation, replacement, cleaning of panels and electrical maintenance.

- xii. Additional waterproofing shall be provided in the areas where RCC blocks are placed on the terrace.
- xiii. The minimum clearance between lower edge of PV panel and terrace ground level shall be 150 mm to allow ventilation for cooling, also ease of cleaning and maintenance of panels as well as cleaning of terrace.
- xiv. The PV array structure design shall be appropriate with a factor of safety of min. 1.5.
- xv. Each array may be provided with two bird repellents spikes at a level higher than the upper edge of the array. The location of the spike should be selected for minimum shadow effect.
- xvi. The support structure shall be free from corrosion when installed.
- xvii. PV modules shall be secured to support structure using screw fasteners and/or metal clamps. Screw fasteners shall use existing mounting holes provided by module manufacturer. No additional holes shall be drilled on module frames. Module fasteners/clamps shall be adequately treated to resist corrosion.
- xviii. Adequate spacing shall be provided between any two modules secured on PV array for improved wind resistance.
- xix. The structure shall be designed to withstand operating environmental conditions for a period of minimum 25 years.
- xx. The structure should be appropriately designed to withstand high wind velocities up to 200 km per hour. (The bidder is required to submit a certificate from an authorized chartered engineer with regards to the strength and durability of the structure)

1.6 JUNCTION BOXES (JBs):

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

1.7 DISTRIBUTION BOARD:

- i. Distribution panel to receive the DC output from the array field.
 - ii. 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 and suitable capacity.
2. Arrangement such as grouting and calming should be provided to secure the installation against the specific wind speed. **The vendor should provide concrete foundation 500mmx500mmx500mm to increase the strength. Non-invasive structure are recommended to avoid leakage in roof. Grouting and Foundation both are compulsory to be made as stated above and advised by Bank's. Proper waterproof compound to be inserted in the holes for leak proof/seepage proof of ceiling.**
 3. 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.
 4. Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts. Necessary protection towards rusting need to be provided either by coating or anodization.
 5. The fasteners used should be made up of stainless steel. The structures shall be designed to allow easy replacement of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels. Lay out should allow for easy access for panel cleaning.
 6. 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.
 7. The total load of the structure (when installed with PV modules) on the terrace should be within permissible limit.
 8. The minimum clearance of the structure from the roof level should be 300 mm.
 9. CBs/MCCB shall be provided for controlling the DC power output to the PCU along with necessary surge arrestors.

1.8 AC DISTRIBUTION PANEL BOARD:

- a. Distribution Panel Board (DPB) shall control the AC power from PCU/ inverter, and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar while in grid tied mode.
- b. All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS60947 part I, II and III.
- c. The changeover switches, cabling work should be undertaken by the bidder as part of the project.

d. All the Panel's shall be metal clad, totally enclosed, rigid, floor mounted, air - insulated, cubical type suitable for operation on three phase / single phase, 415 or 230 volts, 50 Hz

e. The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.

f. All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.

g. Should conform to Indian Electricity Act and rules (till last amendment).

h. All the 415 AC or 230 volts devices / equipment like bus support insulators, circuit breakers, SPDs, VTs etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions

Variation in supply voltage	+/- 5 %
Variation in supply frequency	+/- 3 Hz

1.9. PCU/ ARRAY SIZE RATIO:

a) **Total Inverter capacity should be greater than or equal to the Rooftop Power Plant Capacity.**

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

1.10 PCU/ Inverter:

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

- Switching devices: IGBT.
- Control: Microprocessor /DSP.
- Nominal AC output voltage and frequency: 415V, 3 Phase, 50 Hz (In case single phase inverters are offered, suitable arrangement for balancing the phases must be made.).
- Output frequency: 50 Hz.

- Grid Frequency Synchronization range: + 3 Hz or more.
- Ambient temperature considered: -20o C to 80o C.
- Humidity: 95 % Non-condensing.
- Grid Frequency Tolerance range: + 3 or more.
- Grid Voltage tolerance: - 20% & + 15 %.
- No-load losses: Less than 1% of rated power.
- Inverter efficiency (minimum): >93%.
- THD: < 3%.
- PF: > 0.95.

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

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

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

d. Built-in meter and data logger to monitor plant performance through external computer shall be provided.

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

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

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

1.11 INTEGRATION OF PV POWER WITH GRID:

The output power from SPV would be fed to the inverters which converts DC produced by SPV array to AC and feeds it into the main electricity grid after synchronization. In case of grid failure, or low or high voltage, solar PV system shall be out of synchronization and shall be disconnected from the grid. 4 pole isolation of inverter output with respect to the grid need to be provided.

1.12 DATA ACQUISITION SYSTEM / PLANT MONITORING:

- i. Graphical representation of hourly solar power generation, with details of E-day, E-total (Kwh) solar power generation details simultaneously on inverter LED display.
- ii. Data Logging Provision for plant control and monitoring, time and date stamped system data logs for analysis with the high quality, Metering and Instrumentation for display of systems parameters and status indication to be provided.
- iii. Data from the inverter shall be uploaded to internet via sim card based device. The monitoring details with logi ID and password should be shared by the Bank.
- iv. The following parameters are accessible via the operating interface display in real time separately for solar power plant.
 1. AC Voltage.
 2. AC Output current.
 3. Output Power.
 4. Power factor.
 5. DC Input Voltage.
 6. DC Input Current.
 7. Time Active.
 8. Time disabled.
 9. Time Idle.
 10. Power produced
 11. Protective function limits (Viz-AC Over voltage, AC Under voltage, Over frequency, Under frequency ground fault, PV starting voltage, PV stopping voltage).
- v. All major parameters available on the digital bus and logging facility for energy auditing through the internal microprocessor and read on the digital front panel at any time) and logging facility (the current values, previous values for up to a month and the average values) should be made available for energy auditing through the internal microprocessor and should be read on the digital front panel.
- vi. Remote Monitoring and data acquisition through Remote Monitoring System software at the Bank location with latest software/hardware configuration and service connectivity for online /real time data monitoring/control complete to be supplied and operation and maintenance/control to be ensured by the supplier. Provision for interfacing these data on [NAME OF THE ORGANISATION] server and portal in future shall be kept.

1.13 METERING: Net metering from MP Discom / CG Discom.

Net Metering: Bi Directional Meter (As per M.P. Gazette notification 14 Nov. 2017 standard for net meter Net meter HT Consumer's premises AMR compatible generation meters & modems, as per provision of guidelines, the procedure and all technical specifications, standards of the solar rooftop system from M.P. Policy for decentralized renewable energy 2016) shall have the provision for measurement for Current, Voltage, frequency, Energy, Power/Load, power factor, maximum demand with RS232 with class 0.5 accuracy.

Net metering shall be provided by the contractor for the captioned sites of SBI. The

scope of work for net metering is detailed as below:

- Preparation of necessary documentation and submission of application (Online /offline) to MP Discom (MPCZ/ MP Pachshim Kshetra/ MPoorv Kshetra)/ As per Chhatisgarh Discom for net metering.
- Obtaining site feasibility report from MP Discom.
- Obtaining net metering approval from MP Discom.
- Contractor shall work with MP Discom to enable SBI's signing of Power Purchase Agreement (PPA).
- Supply & Testing of net meter (Main & Check meter) and related accessories (Cubicle, CTs, PTs, earthing etc.) as per requirements of MP Discom.
- Replacement of existing meter and related accessories (Cubicle, CTs, PTs, earthing etc.) with new metering systems as per requirements of MP Discom.
- CEIG/CEA/ MP Discom inspectorate approval for supply, testing and replacement of new net metering system including preparation and submission of necessary documentation.
- CEIG/CEA/ MP Discom inspectorate approval of Solar Power Plant including preparation and submission of necessary documentation.
- Synchronization / Commissioning approval from CEIG/CEA/ MP Discom.
- Synchronization/Commissioning certificate for the Plant from CEIG/CEA/ MP Discom.

Note:

The contractor shall take up net metering for SBI turnkey basis including any statutory fees, fee towards testing of net meter, CTs, PTs, Cubicle etc. to be paid. Any other item / supply/ activity / approvals/NOCs/fees not specifically defined in the above clause but required for successful completion of net metering with MP Discom as per the latest Net Metering Policy for SBI shall be to the scope of the Contractor. In other case of non-applicability of Net metering, Contractor has to take care of approval of alternative mechanism as per state electricity regulatory norms & latest revisions of state grid code, all the required fees/NOC/other activity adhering to alternative mechanism shall be responsibility of contractor only

1.14 POWER CONSUMPTION:

Regarding the generated power consumption, priority need to give for internal consumption first and thereafter any excess power can be exported to grid. . Decisions of appropriate authority like DISCOM, state regulator may be followed.

1.15 PROTECTIONS:

The system should be provided with all necessary protections like earthing, Lightning, and grid

islanding as follows:

1.15.1 LIGHTNING PROTECTION:

The SPV power plants shall be provided with lightning & overvoltage protection. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc.,. The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors. Lightning protection should be provided as per IEC 62305 standard. Lightening conductor should be made of 25 mm dia 4000mm long GI spike as per Provision of IS 2309-1969. Necessary concrete foundation to be provided for holding Lightening conductor considering the wind speed. It should be earthed through 20x3 GI flat from pit with proper insulation. Height of Lightening conductor from array structure should be min 4 meter.

1.15.2 SURGE PROTECTION:

Internal surge protection shall consist of three MOV type surge-arrestors connected from +ve and –ve terminals to earth (via Y arrangement)/ SPD (tipe II). SPD should be provided in AC and DC side of solar PV system. It should have protection voltage of 2.5kv and nominal discharge current of 5kA (8/20) micro sec. SPD earthing terminals should be connected to earthing system.

1.15.3 EARTHING PROTECTION:

a. Each array structure of the PV yard should be grounded/ earthed properly as per IS: 3043-1987. In addition the lighting arrester/masts should also be earthed inside the array field. Earth Resistance shall be tested in presence of the representative of Bank engineer as and when required after earthing by calibrated earth tester. PCU, ACDB, SPD, LA, Structure and DCDB should also be earthed properly. Minimum 06 GI pipe earth pit to be provided as per relevant IS code.

b. 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.

1.16.

Grid

Islanding:

GRID ISLANDING:

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

b. A manual disconnect 4pole isolation switch (MCB/ MCCB) as per max inverter output current 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.

1.17 CABLES:

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

- i. Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards.
- ii. Temp. Range: –10oC to +80oC.
- iii. Voltage rating 660/1000V.
- iv. Excellent resistance to heat, cold, water, oil, abrasion, UV radiation Flexible.
- v. 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.

Cable Routing/ Marking: All cable/wires are to be routed in a GI cable tray and suitably tagged and marked with proper manner by good quality ferule or by other means so that the cable easily identified.

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

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

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

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

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

1.18 TOOLS & TACKLES AND SPARES:

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

1.19 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.

1.20 DRAWINGS & MANUALS:

Two sets of Engineering, electrical drawings and Installation and O&M manuals are to be supplied. Bidders shall provide complete technical data sheets for each equipment giving details of the specifications along with make/makes in their bid along with basic design of the power plant and power evacuation, synchronization along with protection equipment.

I. Approved ISI and reputed makes for equipment be used.

II. For complete electro-mechanical works, bidders shall supply complete design, details and drawings for approval to Bank before progressing with the installation work.

1.21 PLANNING AND DESIGNING:

i. The bidder should carry out the considering optimal usage of the space, material & labour. The bidder should submit the array layout, drawings along with shadow analysis report to Bank for approval. Bidders should submit detailed SLD for approval.

ii. Bank reserves right to change/modify sub-systems and components at any stage as per the local site conditions/ requirements.

iii. The bidder shall submit preliminary drawing for approval & based on any modification or recommendation, if any. The bidder shall submit three sets and soft copy in CD of final drawing for formal approval to proceed with installation work.

1.22 DRAWINGS TO BE FURNISHED BY BIDDER AFTER AWARD OF CONTRACT:

i. The Contractor shall furnish the following drawings Award/Intent and obtain approval.

ii. General arrangement and dimensioned layout 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.

iii. Itemized bill of material for complete SV plant covering all the components and associated accessories.

iv. Layout of solar Power Array.

1.23 Safety - The bidder shall take entire responsibility for electrical safety of the installation(s) including connectivity with the grid and follow all the safety rules & regulations applicable as per

TECHNICAL SPECIFICATIONS

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

A Grid Tied Solar Rooftop Photo Voltaic (SPV) power plant consists of SPV array, Module Mounting Structure, Power Conditioning Unit (PCU) consisting of Maximum Power Point Tracker (MPPT), Inverter, and Controls & Protections, interconnect cables, Junction boxes, Distribution boxes and switches. PV Array is to be 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.

SPECIFICATIONS OF MAJOR COMPONENTS OF THE SYSTEM

1. PV MODULES:
 - a) The PV modules Mono-PERC half cut solar panel (Manufactured in India) to be employed shall be of minimum 144 cell configuration with rated power (Min 580 Wp +) at STC as certified for solar PV module power performance test as prescribed by latest edition of IEC 61215 / IS14286 and as tested by IEC / MNRE recognized test laboratory. The Solar Modules should be IEC Certified and BIS Approved.
In addition, the modules must conform to IEC 61730 Part 1-requirements for construction & Part 2 - requirements for testing, for safety qualification.

The bidder shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in the project proposal submitted to the Bank.

Technical Requirements:

b) **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.

It may be noted that from 1st April 2013 onwards; RFID shall be mandatorily placed inside the module laminate.

- c) Each module shall have low iron tempered glass front for strength & superior light transmission. It shall also have tough multi-layered polymer back sheet for environmental protection against moisture & provide high voltage electrical insulation.
- d) Solar module shall be laminated using lamination technology using established polymer (EVA) and Tedlar /Polyester laminate.
- e) The module frame shall be made of aluminium or corrosion resistant material, which shall be electrically compatible with the structural material used for mounting the modules.
- f) The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series connected modules) shall not vary more than 3 (three) per cent from the respective arithmetic mean for all modules and/or for all module strings, as the case may be.
- g) The module frame shall be made of anodized Aluminium, which shall be electrically & chemically compatible with the structural material used for mounting the modules. It is required to have provision for earthing to connect it to the earthing grid. The anodisation thickness shall not be less than 15 micron.
- h) Minimum three number of bypass diodes (Schottky type) and two number of MC4 connectors with appropriate length of TUV 2 Pfg 1169/08.2007 certified 4 sq.mm, Cu. armoured cable should be used only.
- i) Photon conversion efficiency of SPV Module should be greater than 17%. Module shall be made of high transmittance glass front surface giving high encapsulation gain.

j) **Technical Requirements:**

- i. The modules should be 100% PID (Potential Induced Degradation) tolerant and should comply with IEC 62804.
- ii. Modules shall perform satisfactorily in relative humidity up to 85% and temperature between 10° C and 85°C (module temperature).
- iii. Modules should have rugged design to withstand tough environmental conditions and high wind speeds (minimum up to 270 km/h). Fill Factor should be 0.72 minimum.
- iv. SPV module shall have module safety class-II and should be highly reliable, light weight and must have a service life of more than 25 years.
- v. Modules only with the same rating and of same manufacturer and model shall be supplied.

k) **Component Specifications:**

- i. The glass used to make the PV modules shall be toughened low iron glass with minimum thickness of 4.0 mm for 144 cell module. The glass used shall have transmittance of above 90%. Glass must have bending of less than 0.3%.
- ii. The back sheet used in the PV modules shall be of three layered or mono layered structure. The back sheet used in the crystalline silicon based modules shall be 3 layered structures. Outer layer of fluoro polymer, middle layer of Polyester (PET) based and Inner layer of fluoro polymer or UV resistant polymer. Back sheet with additional layer of Aluminium also will be considered.
- iii. The back sheet should be durable for humid – hot conditions with properties of moisture barrier, elongation retention and UV resistance.

l) **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.
- iii. The Contractor shall provide the Bill of Materials (BOM) of the module that is submitted for approval along with the datasheets of each component. The component datasheet shall contain all the information to substantiate the compliance for component specifications mentioned above. The Contractor shall also provide complete test reports and certifications for the module proposed as per above. The BOM proposed shall be the subset of Constructional Data Form (CDF)'s of all the test reports.

m) **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 thirty (30) 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.

b).Performance Warranty:

- i. The manufacturer should warrant the output of Solar Module(s) for at least 90% of its rated power after initial 12 years & 80% of its rated power after 30 years from the completion of trial run at site/date of final commissioning.
- ii. Modules with lower degradation rate less than 0.7% per year will be considered.
- iii. The contractor shall collect the Warranty Certificate for performance of the modules from the manufacturer and submit the same to SBI prior to delivery of the products to the respective sites.
- iv. If, Module(s) fail(s) to exhibit such power output in prescribed time span, the Contractor will bound to either deliver additional PV Module(s) to replace the missing power output with no change in area of site used or replace the PV Module(s) with no extra cost claimed at Owner's sole option.

2. Solar PV Mounting Structure

- a. The mounting structure shall have to be designed by the Contractor after spot verification.
- b. The module mounting structures should be made suitable for Sheet Roof & Flat RCC roof.
- c. Structures shall be supplied complete with all members to be compatible for allowing easy installation at the rooftop site.
- d. The structures shall be designed to allow easy replacement of any module.
- e. Each structure will have a provision to adjust its angle of inclination to the horizontal as per the site condition and will be capable of withstanding a wind load of 150 Km/hr after grouting and installation. The vendor has to submit the installation drawings approved by the registered structural engineer that designed structure and grouting method is capable of withstanding a wind pressure of 150 Km/hr.
- f. Few locations/site are of Flat RCC roof, where the suitable Elevated GI Structure to be fabricated to utilize the space beneath the Structure.
- g. The Modules on the elevated structures with GI Sheet roofs & existing GI Sheet roof will be mounted with Anodized Aluminium Channels/structures. The Anodized Aluminium Rails/channels should be fixed with suitable Adhesives to the GI Sheet roof withstanding wind speed of 150Km/hr
- h. Mounting Structure must be designed to withstand all weights of modules and to withstand wind speed of 150km/hr. Anti-theft Nut & Bolts must be used for modules.

- i. For Elevated Structure Hot dip galvanized MS angles & poles to be used adhering to IS standards. The thickness of galvanization should be minimum of 90 microns. All the nuts, bolts are made of good quality Stainless Steel (SS 304). Space must be provided in between rows for proper maintenance and cleaning.

The minimum clearance of the lowest part of the module structure and the developed ground level shall not be less than 600 mm. The structure shall be fixed tilt type to give maximum output from the plant

- j. Material Specification for MS Items for Elevated Structure:

Column	MB200
Rafter	Rectangular Tube 100 x 50 x 4mm
Purlin	Rectangular Tube 80x50x4mm
Base Plate	HR Plate 300x300x10mm

- k. Bidders have to submit detailed designs and Drawings to SBI for acceptance and approval before execution of work.
- l. Vendor shall carry out all the tasks such as cleaning/ scratching/ roughening/ smoothening etc required to prepare the floor for effective bonding with the concrete pedestal of the module mounting structures (MMS). Foundation that is Concrete pedestal for the MMS structures shall be of 300X300X300mm @ ratio 1:2:4 concrete mix as per IS: 456. Two-part epoxy compound (NITO Bond Epoxy Resin Bonding agent) shall be applied between the floor and pedestal surfaces to facilitate effecting bonding.
- m. Contractor to confirm that no damage to existing water proofing of the roof shall be made during the course of installation of the structure on roof top. Any damage to the waterproofing found during the above should be rectified to the existing roof condition at Contractor's cost. All pedestals shall be finished to the existing roof condition to prevent any water seepage later. Contractor shall commence the work only after clearance of drawings by SBI authority
- n. Racks will be laid out in parallel matrices allowing individuals to access the area between the racks for cleaning and other maintenance needs. In between the row of solar panels sufficient gap need to be provided to avoid falling of shadow of one row on the next row. Seismic factors for the site will be considered while making the design of the foundation. Array support structure shall be fabricated using corrosion resistant GI sections electrically compatible with the structural material. Adequate spacing shall be provided between any two modules secured on PV panel for improved wind resistance
- o. Provision for installing the Array Junction Box shall be available on the same frame material and specification as defined for Module mounting structure.
- p. 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.

q. Bidder has to design MMS as per the actual site conditions and loads of roof top. Elevated systems to be installed on any roof, if the obstacles found within the terrace area. Structural integrity and safety is afforded the topmost priority during the design process. The expected life of a solar power plant is 25 years and ensure that structures are designed in a manner to ensure achieving of said milestone

r) **Cable Trays:**

Cable trays should be overhead .It should be avoided at ground installation The

perforated cable trays with Tray cover shall be manufactured from good commercial, high grade strength sheet steel having minimum thickness of 1.6mm for Tray and 1mm for Tray Cover. The perforated cable trays shall be hot dip galvanized according to IS-2629, BS729-1971

OR

Equivalent standard suitable for indoor/outdoor use having moderate humidity and air pollution. The zinc coating thickness shall work out by applying a 610 gm of zinc per square meter surface with an approximate thickness of 80 microns

Sr No	Size of Tray Size	Size of Tray Cover	Approx. Quantity
1	250mm X 100mm X 1.6mm	250mm X 15mm X 1mm	As required
2	100mm X 50mm X 1.6mm	100mm X 15mm X 1mm	As required
3	50mm X 25mm X 1.6mm	50mm X 15mm X 1mm	As required

3. **Junction Box:**

A DC Junction/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.

- i. The junction boxes are to be provided in the PV array for termination of connecting cables. The Junction Boxes (JBs) shall be made of GRP/FRP/with full dust, water & vermin proof arrangement. All wires/cables must be terminated through cable lugs. The JB's shall be such that input & output termination can be made through suitable cable glands.
- ii. Suitable markings shall be provided on the busbar for easy identification and the cable ferrules must be fitted at the cable termination points for identification.
- iii. Copper bus bars/terminal blocks housed in the junction box with suitable termination threads conforming to IP 65 standard and IEC62208 Hinged door with EPDM rubber gasket to prevent water entry, Single/ double compression cable glands, Provision of earthings. It should be placed at a height suitable for ease of accessibility.
- iv. Each combiner box/ junction box will have suitable Reverse Blocking Diodes of maximum DC blocking voltage of 1000 V with suitable arrangement for its connecting.

- v. Junction boxes should be equipped with fuses on both positive & negative input to protect the PV module from short circuits.
- vi. The combiner box/ Array junction Box will also have suitable surge protection device to protect the PV modules as well as the other electrical / electronic systems from transients over voltages created due to lightning and to reduce insulation break downs due to lightning.

The SPD's should be tested and approved according to IEC 61643-11 and EN 50539-1:2013-03.

4. **Solar Array Fuse**

- i. 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.

Selection of fuses: It is important to coordinate the power dissipation of fuse-links with the acceptable power dissipation of fuse holders. Rated voltage of fuse-link and fuse holder should be at least 20% higher than open circuit voltage of photovoltaic installation. Typical rated voltage of fuse-links and fuse holders is 1000 V DC. Rated current of fuse-links ≥ 1.4 ISC. (ISC = short circuit current of photovoltaic modules), Utilization category g PV (protection against overload and short-circuit), Minimum interrupt rating $1.35I_n$, Non fusing current $1.13 I_n$.

5. **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 the following components and cable terminations:

Incoming positive and negative DC cables from the DC Combiner Box- DC circuit breaker, 2 pole & DC surge protection device (SPD), class 2 as per IEC 60364-5-53; Outgoing positive and negative DC cables to the solar grid inverter.

6. **Power Conditioning Units:**

a) **General:**

- i. DCDB output will be fed to Inverter/ Power Conditioning Unit (PCU), grid interactive in nature, which mainly consists of Maximum Power Point Tracker (MPPT), Charge Controller, Inverter, Voltage Stabilizer, Frequency and voltage and distribution panel along with necessary Displays, Indicators and Alarms. It shall provide necessary protections for Grid Synchronization and Data Logging/Monitoring. The Invertors should convert DC power produced by SPV modules in to AC power and must synchronize automatically its AC output to the exact AC Voltage and frequency of **Suitable Capacity**. The bidder have to choose the inverter as string as per the design. PCU should conform IEC 61683, IEC 60068 as per specifications.
- ii. The string inverter shall be installed near to the solar array and hence it shall be suitable for weather proof and shall have IP65 class of protection. Also, a separate hood type arrangement using GI metal sheet to cover top of the string inverter enclosure shall also be provided with necessary mounting arrangements.

- iii. The inverters shall have protection against any sustained fault, lightning discharge in feeder line and earth leakage faults.
- iv. PCU/inverter shall be capable of complete automatic operation including wake-up, synchronization & shutdown.
- v. The combined wattage of all inverters should not be less than rated capacity of power plant.
- vi. The PCU shall be mounted on a suitable reinforced concrete pad inside control room not susceptible to inundation by water. All cable entry to and from the PCU shall be fully sheathed to prevent access of rodents, termites or other insects into the PCU from bottom/top of the PCU in form of a detachable gland plate.
- vii. In case of GRID failure, the PCU shall be re-synchronized with grid after revival of power supply. Vendor to furnish the time taken by PCU to be re- synchronized after restorations of GRID supply same to be indicated in data sheet to be submitted during detail engineering stage.
- viii. Typical technical features of String inverter of following ratings is required as mentioned below: Bidder should ensure compatibility of inverter system with SPV modules (**TOPCON, N-TYPE, BIFACIAL, DUAL GLASS, HALL-CUT MONO CRYSTALLINE, 580+ watt above**), **12 YEAR PRODUCT WARRANTY, 30 YEARS POWER OUTPUT WARRANTY** and above.
- x. DC side of each inverter shall be earthed to distinct earth pit through adequate size conductor as per IS 3043 -1987. The size of conductor/ procedure for earthing for inverters shall be as per the maximum fault current of DC system.
- xi. To allow maintenance of the PV Inverter, means of isolating the PV Inverter from the DC side must be provided by a DC isolator mandated in each photovoltaic power system according to IEC 60364-7-712.
- xii. **Operating Modes:** Operating modes of PCU shall include, but not limited to, the following modes.
 - I). Low Power Mode:** The control system shall continuously monitor the output of the solar arrays connected to the inverter until preset value is exceeded & begins to export power provided there is sufficient solar energy and grid voltage and frequency are in specified range.
 - III) Sleep mode:** Automatic 'sleep' mode shall be provided so that unnecessary losses are minimized at night.
- xii. The PCU/ inverter generated harmonics, flicker, DC injection limits, Voltage Range, Frequency Range and Anti-Islanding measures at the point of connection to the utility services should follow the latest CEA (Technical Standards for Connectivity Distribution Generation Resources) Guidelines.

xiii. Integration of PV Power with Grid: The output power from SPV would be fed to the inverters which converts DC produced by SPV array to AC and feeds it into the main electricity grid after synchronization. In case OF 90 KWP CAPACITY GRID failure, or low or high voltage, solar PV system shall be out of synchronization and shall be disconnected from the grid. Once the DG set comes into service, PV system shall again be synchronized with DG supply and load requirement would be met to the extent of availability of power. 4 pole isolation of inverter output with respect to the grid/DG Power connection need to be provided.

xiv. Grid Islanding:

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

- 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.

xv. Maximum Power Point Tracker (MPPT):

Maximum power point tracker shall be integrated into the PCU to maximize energy drawn from the Solar PV array. The MPPT should be microprocessor / micro-controller based to minimize power losses. The details of working mechanism of MPPT shall be mentioned.

The efficiency of the Charge controller (MPPT based with data logger) shall not be less than 94% and shall be suitably designed to meet array capacity.

MPPT must conform IEC 62093, IEC 60068 as per specifications.

xvi. Data Acquisition System / Plant Monitoring:

- i Data logger system (Hard ware) and the software for study of effect of various environmental & grid parameters on energy generated by the solar system and various analyses would be required to be provided. The communication interface shall be suitable to be connected to local computer and also remotely via the Web using either a standard modem or a GSM / WIFI modem.
- ii Remote Monitoring system shall be provided to monitor the Solar Power Generation such that all (i.e. AC & DC) electrical parameters (cumulative & instant) in graphical presentation from string level, next inverter and so on as desired by Bank/ owner
- iii Monitoring complete systems including hardware and Modem/Router shall facilitate monitoring of the performance of the Inverter /inverters, energy yield,

temperature, irradiance level etc through LAN based or GSM based network. PC based inverter monitoring is also required for local monitoring of each system. Some of the salient features of the monitoring system shall be:

- a) The data acquisition system shall have a real-time clock and data storage capacity for recording data round the clock for min. one year.
- b) The monitoring of the Solar system and logging / viewing of system data shall be through a PC with latest software/hardware configuration and service connectivity to be supplied, operation & maintenance/control to be ensured by the bidder.
- c) The software package shall be preferably windows based MS Excel compatible.

The data shall be represented in both tabular and graphical form.

d) Plant with net metering & SIM based remote monitor feature with one year recharge by vendor. All the cost should bear by the vendor.

e) The following parameters are accessible via the operating interface display in real time separately for solar power plant:

- AC Voltage.
- AC Output current.
- Output Power
- Power factor.
- DC Input Voltage.
- DC Input Current.
- Time Active.
- Time disabled.
- Time Idle.
- Power produced
- Protective function limits (Viz-AC Over voltage, AC Under voltage, Over frequency, Under frequency ground fault, PV starting voltage, PV stopping voltage)

f) All major parameters available on the digital bus and logging facility for energy auditing through the internal microprocessor and read on the digital front panel at any time) and logging facility (the current values, previous values for up to a month and the average values) should be made available for energy auditing through the internal microprocessor and should be read on the digital front panel.

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

h) **PV array energy production:**

- a) 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.

- b) All major parameters available on the digital bus and logging facility for energy auditing shall be available on the display.
- c) 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

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

7) AC Distribution Board (ACDB):

- 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. ACDB shall be installed on roof-top.
- ii. All switches and the circuit breakers, connectors should conform to IEC 60947, part I,II and III/ IS60947 part I, II and III.
- 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).
- vii. ACDB shall be 3-phase, 50Hz, 415VAC, 1.1kV system voltage, outdoor, with canopy, IP55, neoprene gasket for doors/ frame joints, CRCA sheets 2mm (frame)/ 1.6mm (door)/ 3mm (removable gland plate bottom side), painting seven tank process, colour RAL 7032, base frame with section 75mm min/ black painted, panel lifting hooks, Al bus bars as per SLD, RYB colour coded heat-shrinkable sleeves for bus bars, SMC/DMC insulator supports, Al earth bus, accessible live parts shrouded with FRP/polycarbonate sheets, MCBs for i/c feeders, 25mm min phase to phase clearance, LED indicators for RYB at o/g, colour coded Cu-cable AC/DC wiring (1.5/2.5 mm² as applicable) etc. For the incoming and outgoing power cables, nickel plated

brass double compression glands, Al cable lugs, SS304 plain/ spring washers shall be provided.

- viii. Modifications/ addition if any, in existing L T panel and D G set panel of SBI shall be done at site and covered in scope of Bidder. Also required size cable and other equipment between existing panel to solar AC distribution panel is covered in scope of Bidder.
- ix. An AC distribution box shall be mounted close to the solar grid inverter.
- x. The AC distribution box shall be of the thermo plastic IP65 DIN rail mounting type and shall comprise the following components and cable terminations:
 1. Incoming 3-core / 5-core (single-phase/three-phase) cable from the solar grid inverter
 2. AC circuit breaker, 2-pole / 4-pole
 3. AC surge protection device (SPD), class 2 as per IEC 60364-5-53
 4. Outgoing cable to the grid interconnection point
- xi. Extra feeders (including two spare feeders) shall be provided to meet the various auxiliary supply requirements at the roof-top such as module washing pumps, data loggers etc.
- xiii. MCCB, MCB shall be L&T/C&S/Siemens/ABB/ Schneider or reputed equivalent subject SBI approval.
- xiv. Vendor shall submit the detailed GA, SLD, BOM, MQP etc of ACDBs for SBI approval during detailed engineering.

8) **Cables & Wirings:**

The Specification of wiring material of PV Power plant shall include but not limited to the following:

Sl.	Item	Description
1.0	DC Cable	From PV module to inverter
1.1	Type	1.1kV grade heavy duty PVC insulated, Double sheathed, UV Protected XLPO stranded copper cables as per IS: 7098 (Part I & II) – 1976 or IS 1554 or IS9537/IEC60227/IS694. The voltage drop shall not exceed more than 2% of peak power voltage
1.2	Size	The minimum DC cable size shall be 6.0 mm² copper.
1.3	Laying	The cable must be laid through PVC conduit /GI pipe/ cable tray on roof and indoor. In case of using metallic pipe as conduit proper grounding of the conduit must be done.
2.0	AC Cable	From inverter to ACDB and ACDB to distribution panel/LT panel

2.1	Type	1.1 kV grade heavy duty PVC insulated Aluminum armored XLPE stranded cables as per IS: 7098 (Part I & II) – 1976 or IS 1554 or IS9537/IEC60227/IS694. The voltage drop shall not exceed more than 2% of peak power voltage ➤ Outdoor AC cables shall have a UV-stabilized outer sheath.
2.2	Laying	The cable must be laid through PVC conduit /GI pipe/ cable tray on roof and indoor. In case of using metallic pipe as conduit proper grounding of the conduit must be done.

a) Procedure of cable laying:

- i. **Cable terminations shall be made with suitable cable lugs & sockets etc, crimped properly and cables shall be provided with dry type compression glands wherever they enter junction boxes/ panels/ enclosures at the entry & exit point of the cubicles. The panels bottoms should be properly sealed to prevent entry of snakes/lizard etc. inside the panel. All cables shall be adequately supported. Outside of the terminals / panels / enclosures, shall be protected by conduits. Cables and wire connections shall be soldered, crimp-on type or thimble or bottle type.**
- ii. Only terminal cable joints shall be accepted. Cable joint to join two cable ends shall not be accepted.
- iii. All cable/wires/control cable shall be marked with good quality letter and number ferrules of proper sizes so that the cables can be identified easily.
- iv. All fasteners will be made of Stainless steel or Aluminum or UV Protected PVC.
- v. All power, control, communication cables running from buildings shall be routed from one building to another building through underground cable trench (direct burying) as per IS: 1255.
- vi. 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. The conduits shall not run across the path way of the terrace. Flexible corrugated PVC conduits shall not be used.
- vii. Cables and wires used for the interconnection of solar PV modules shall be provided with solar PV connectors (MC4) and couplers.
- viii. All cables and conduit pipes shall be clamped to the rooftop, walls and ceilings with thermo-plastic clamps at intervals not exceeding 50 cm. The minimum DC cable size shall be 6.0 mm² copper. The minimum AC cable size shall be 4.0 mm² copper. In three phase systems, the size of the neutral wire size shall be equal to the size of the phase wires. The following colour coding shall be used for cable wires:
 - DC positive: red (the outer PVC sheath can be black with a red line marking)
 - DC negative: black
 - AC single phase: Phase: red; neutral: black
 - AC three phase: Phases: red, yellow, blue; neutral: black
 - Earth wires: green

- ix. Cables and conduits that have to pass through walls or ceilings shall be taken through a PVC pipe sleeve.
- x. Cable conductors shall be terminated with tinned copper end-ferrules to prevent fraying and breaking of individual wire strands. The termination of the DC and AC cables at the Solar Grid Inverter shall be done as per instructions of the manufacturer, which in most cases will include the use of special connectors.
- xi. The total voltage drop on the DC cable segments from the solar PV modules to the solar grid inverter shall not exceed 2.0%. Conductor size of less than 6 sq. mm shall not be accepted.
- xii. Cable/wire connections shall be soldered, crimp-on type or split bolt type. Wire nut connections shall not be used.
- xiii. The wiring must be carried out in pvc precesion make conduit only.
- xiv. 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 use
- xv. The Cable should be so selected that it should be compatible up to the life of the solar PV panels i.e. 25 years.
 - xvi. The size of each type of AC cable selected shall be based on minimum voltage drop however; the maximum drop shall be limited to 2 %.

9) LTPDB combiner boxes:

AC outputs from ACDB installed at the Roof top of building are terminated at a LT power distribution board (LTPDB) which is located in the ground floor of the same building where LT evacuation point is provided. Supply and installation LTPDB is in vendor scope.

- i. LTPDB suitable for 100 KWp Solar power system/comprises of 320A/400A, 4 Pole MCCB and suitable for termination of cable coming from AC Distribution Board. PVC insulated AL armoured cable coming from solar ACDB at incoming end shall be provided in main control room with Out going of 320A, 4 Pole MCCB The panel shall be 3-phase, 50Hz, 415VAC, 1.1kV system voltage, outdoor, with canopy, cubicle design, compartmentalized (Breaker/ control box/ CTPT chamber etc), floor mounted, free standing IP55, neoprene gasket for doors/ frame joints, CRCA sheets 2mm (main frame)/ 1.6mm (door)/ 3mm (removable gland plate bottom side), painting seven tank process, panel illumination lamp, space heater, thermostat etc. CU bus bars as per SLD, RYB colour coded heat-shrinkable sleeves for bus bars, SMC/DMC insulator supports for the incoming and outgoing power cables, nickel plated brass double compression glands, Al cable lugs, SS304 plain/ spring washers shall be provided.
- ii. Vendor shall provide bus bar extension at LT panel if Spare breakers are not available for LT evacuation.

- iii. Digital MFM shall be EM6300 of Schneider along with Indicator lamps shall be L&T/ C&S or reputed equivalent subject to SBI approval
- iv. MCCB: L&T/ C&S/ ABB/ Siemens/ Schneider or reputed equivalent subject to SBI approval
- v. Vendor shall install the LTPDB panels near to Customer LT evacuation point
- vi. Laying and termination of cables from ACDB box to LTPDB box:
 - a. Cables are 1.1kV, Al, XLPE, armoured as per IS: 7098 part-1 shall be in vendor scope of supply and installation for laying between ACDB to LTPDB.
 - b. These cables shall be routed using the same type of GI cable trays/ accessories/ hardware used for 1Cx4 cables up to the ground level outside the buildings.
 - c. All power, control, communication cables running from buildings shall be routed from one building to another building through underground cable trench (direct burying) as per IS:1255.

10) 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. ESE Lightning and surge protection for the SPV plant shall be provided using adequate number of earthing kits but not less than two independent earthing stations. It shall be ensured that all the earth are bonded together to bring them to the same potential. *Earth resistance shall not be more than 5 ohms with earthing Strip of 25x6mm GI.*

- a) Lightning Arrester is composed of one main striking point, emission device, fixing element, and a connection to the down conductor.
- b) The area protected by LA is determined using the early streamer emission test method as per NFC 17 102 Standard and it is preferred to have LA installed on the highest part of the structure.
- c) Lightning arrester is advanced ESE type and provides protection radius of 107m in Level IV.
- d) Our ESE lightning arrester is testable from external tester for internal configuration as well as magnetic field test. Carries 30 years warranty.

Tested as per NFC 17-102 standard for:

- Short circuit test of 115KA
- Advance triggering time of 63 microseconds.

- Temperature withstand test of -50 to +120 degree Centigrade
- Salt mist and humid sulphur test
- CE marking
- Internal test report available for each unique serial numbered rod provided with each lightning rod.

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:

Body and lightning protection system earthing shall be provided with maintenance free earthing (MFE) system comprising of 17mm (3M length) dia copper bonded stainless/ nickel steel alloy rods suitably joined together with thread less/compression couplers made of copper alloy including supply of copper rods and all other accessories required for the total erection of the earthing system. The rod shall be driven in earth with augured hole dia of 75-100 mm in ground filled with conductivity/earth enhancement compound.

Earth pit chamber with RCC cover as per standards shall be constructed for each maintenance free earth rod. Earthing conductor of size not less than 25x3mm GI strip on roof/wall mounting for body Earthing system shall be provided with proper clamping arrangement using GI spacer and saddles over a suitable concrete blocks on roof and with necessary fixing materials with a spacing of not less than 600mm. Earth resistance shall not be more than 5 ohms. All metal casing/shielding of the plant shall be thoroughly grounded to ensure safety of the solar power plant

EARTHING SPECIFICATIONS:

- Electrode : Material - Cu. Bonded
- Diameter - Ø17 mm.
- Length - 2 m. long
- Earthing Chemical / Enhancement compound: 15- 25 kg.

Minimum five (05) numbers (ACDB, DCDB, SPD, PCU/INVERTER, LA & Structures) of separate earth pit needs to be provided in each location. Minimum required gap shall be provided in between earth pits as per relevant standard. Body earthing shall be provided in inverter, each panel, module mounting structure, kiosk and in any other item as required. Separate dedicated earthing for LA & SPD.

1) TOOLS, TACKLES AND SPARES

The Installer shall keep ready stock of tools, tackles and essential spares that will be needed for the day-to-day maintenance of the solar PV system. This shall include but not be limited to, the following:

- I. Screw driver suitable for the junction boxes and combiner boxes.
- II. Screw driver and / or Allen key suitable for the connectors, power distribution blocks, Circuit breaker terminals and surge arrestor terminals.
- III. Spanners / box spanners suitable for the removal of solar PV modules from the solar PV module support structure.
- IV. Solar panel mounting clamps.
- V. Cleaning tools for the cleaning of the solar PV modules.
- VI. Spare fuses

2) CAUTION SIGNS

In addition to the standard caution and danger boards or labels as per Indian Electricity Rules, the cable junction box near the solar grid-tie inverter, the building PCC board to which the AC output of the solar PV system is connected shall be provided with a non-corrosive caution label. The size of the caution label shall be minimum 105mm (width) x 20mm (height) with white letters on a red background.

3) FIRE EXTINGUISHERS:

The firefighting system for the proposed power plant(s) for fire protection shall be consisting of: Portable fire extinguishers in the control room for fire caused by electrical short circuits. The installation of Fire Extinguishers should confirm to TAC regulations and BIS standards. The suitable fire extinguishers shall be provided in the control room housing as well as near the Roof or site where the PV arrays have been installed. Separate payment will not be made for the provision of fire prevention measures.

4) DOCUMENTATION TO ACCOMPANY FOR HANDING OVER THE PROJECT (Part- A,B,C)

Part A: DOCUMENTATION

- 1) The complete documentation should be as per IEC 62446 and submitted to Bank.
- 2) One set of operation manuals complete with drawing, parts list (with part codes) circuit diagrams with list ratings of components and list of do's and don'ts for the main equipment as well as the sub-systems should be submitted to Bank.
- 3) One set of maintenance manuals with full information on drawings, circuit diagrams, list and suppliers addresses for bought out parts, troubleshooting charts, programs of built in controllers etc. for the main equipments as well as for the sub-system.
- 4) These manuals should be in the form of hard (printed) copy in English Language as well as in electronic storage form (disc pen drive etc.)
- 5) A certificate for the adequacy of the manuals should be obtained and provided with the manuals. Such certificate must be signed by the QA engineer of the manufacturer.
- 6) The Installer shall supply the following documentation also:
 - a) System description with working principles.
 - b) System single line diagram.

- c) Solar PV array lay-out.
- d) Routing diagram of cables and wires.
- e) Data sheets and user manuals of the solar PV panels and the solar grid-tie inverter.
- f) A system operation and maintenance manual.
- g) Name, address, mobile number and email address of the service centre to be contacted in case of failure or complaint.
- h) Guarantee & Warranty cards of the components supplied with seal and signature of the manufacturer.
- i) Maintenance Register

Part B: TEST CERTIFICATES AND REPORTS TO BE FURNISHED

- a. Test Certificates / Reports from IECQ / NABL accredited laboratory or MNRE approved test centers for relevant IEC / equivalent BIS standard for quoted components shall be furnished.
- b. Type Test Certificates shall be provided for the solar modules and the solar grid inverters to provide evidence of compliance with standards as specified in relevant articles of this Technical Specification.
- c. Bank reserves the right to ask for additional test certificates or (random) tests to establish compliance with the specified standards.

Part C: INSTRUCTION AND O& M MANUALS

Four copies of Instruction and Operation and Maintenance Manual should be furnished. The manual shall be furnished at the time of dispatch of the equipment and shall include the following aspects about:

- a. Precautions during unpacking
- b. Instructions for handling at site.
- c. Erection drawings with written assembly instructions.
- d. Detailed instructions and procedures for the installation, operation and maintenance.
- e. Pre-commissioning tests.
- f. Solar PV system—its components and expected performance.
- g. Clear instructions about mounting of PV module (s)
- h. DO's and DONT's.
- i. Specimen log book.
- j. Principle of Operation of various equipment
- k. Safety and reliability aspects
- l. Metering scheme
- m. string inverter software and controls
- n. Clear instructions on regular maintenance and troubleshooting of solar power plant.
- o. Name and address of the person or service centre to be contacted in case of failure or complaint.
- p. Outline dimension drawings showing relevant cross sectional views, earthing details and constructional features.

- q. Rated voltages, current and all other technical information which may be necessary for correct operation of the SV plant.
- r. Catalogue numbers of all the components which are liable to be replaced during life of the SV plant and all the component parts.
- s. Trouble shooting and diagnostic procedure

SCOPE OF WORKS UNDER AMC OPERATION AND MAINTENANCE GUIDELINES OF GRID CONNECTED, PV PLANTS FOR NEXT FIVE YEARS AFTER COMPLETION OF WORK

For the optimal operation of a PV plant, maintenance must be carried out on a regular basis.

All the components should be kept clean. It should be ensured that all the components are fastened well!
at their due place.

Maintenance guidelines for various components viz. solar panels, inverter, wiring etc. are discussed below:

SOLAR PANELS

1. Although the cleaning frequency for the panels will vary from site to site depending on soiling, it is recommended that
2. The panels are cleaned at least once every fifteen days. Any bird droppings or spots should be cleaned immediately. Use water and a soft sponge or cloth for cleaning.
3. Do not use detergent or any abrasive material for panel cleaning. Iso-propyl alcohol may be used to remove oil or grease stain
4. Do not spray water on the panel if the panel glass is cracked or the back side is perforated.
5. Wipe water from module as soon as possible.
6. Use proper safety belts while cleaning modules at inclined roofs etc. 1 lie modules should not be cleaned when they are excessively hot. Early morning is particularly good time for module cleaning.
7. Check if there are any shade problems due to vegetation or new building. If there are, make arrangements for removing the vegetation or moving the panels to a shade-free place.
8. Ensure that the module terminal connections are not exposed while cleaning; this poses a risk of electric shock.
9. Never use panels for any unintended use, e. g. drying clothes, chips etc.
10. Ensure that monkeys or other animals do not damage the panels.

CABLES AND CONNECTION BOXES

1. Check the connections for corrosion and tightness.
2. Check the connection box to make sure that the wires are tight, and the water seals are not damaged
3. There should be no vermin inside the box.
 4. Check the cable insulating sheath for cracks, breaks or burns. If the insulation is damaged, replace the wire.
5. If the wire is outside the building, use wire with weather-resistant insulation.
6. Make sure that the wire is clamped properly and that it should not rub against any sharp edges or corners.
7. If some wire needs to be changed, make sure it is of proper rating and type INVERTER
8. The inverter should be installed in a clean, dry, and ventilated area which is separated from, and not directly above, the battery bank

9. Remove any excess dust in heat sinks and ventilations. This should only be done with a dry cloth or brush.

Check that vermin have not infested the inverter. Typical signs of this include spider webs on ventilation grills or wasps' nests in heat sinks.

10. Check functionality, e.g. automatic disconnection upon loss of grid power supply, at least once a month.

11. Verify the state of DC/A C surge arrestors, cable connections, and circuit breakers.

SHUTTING DOWN THE SYSTEM

1. Disconnect system from all power sources in accordance with instructions for all other components used in the system.

2. Completely cover system modules with an opaque material to prevent electricity from being generated while disconnecting conductors.

3. To the extent possible, system shutdown will not be done during day time or peak generation.

INSPECTION AND MAINTENANCE SCHEDULE

<u>Component</u>	<u>Activity</u>	<u>Description</u>	<u>Interval</u>	<u>By</u>
<u>PV Module</u>	<u>Cleaning</u>	<u>Clean any bird droppings/ dark spots on module</u>	<u>Immediately</u>	<u>Vendor technical staff</u>
	<u>Cleaning</u>	<u>Clean PV modules with plain water or mild dishwashing detergent. Do not use brushes, any types of solvents, abrasives, or harsh detergents.</u>	<u>Monthly or as per the site conditions</u>	<u>Vendor technical staff</u>
				<u>Vendor technical staff</u>
				<u>Vendor technical staff</u>
<u>PV Array</u>	<u>Inspection (Each Plant)</u>	<u>Use infrared camera to inspect for hot spots; bypass diode failure</u>	<u>Annual</u>	<u>Vendor technical staff</u>
	<u>Inspection</u>	<u>Check the PV modules and rack for any damage.</u>		
		<u>Note down location and serial number of damaged modules.</u>	<u>Annual</u>	<u>Vendor technical staff</u>
		<u>Determine if any new objects, such as vegetation growth, are causing shading of the array and move them if possible.</u>	<u>Annual</u>	<u>Vendor technical staff</u>
<u>Junction Boxes</u>	<u>Vermin Removal!</u>	<u>Remove bird nests or vermin from array and rack area.</u>	<u>Annual</u>	<u>Vendor technical staff</u>
	<u>Inspection</u>	<u>Inspect electrical boxes for corrosion or intrusion of water or insects.</u>	<u>Annual</u>	<u>Vendor technical staff</u>

<u>Component</u>	<u>Activity</u>	<u>Description</u>	<u>Interval</u>	<u>Vendor technical staff</u>
		<u>Seal boxes if required.</u> <u>Check po5ition of switches and breakers.</u> <u>Check operation of all protection devices.</u>		

SCHEDULE OF TECHNICAL DATA TO BE FUNISHED BY THE CONTRACTOR

a	SPV MODULE	
i.	Manufacture's Name & Address	
ii.	Type of Modules with cat. Reference	
iii.	Design of module at standard test condition	
	a) Peak power watt	
	b) Peak power voltage	
	c) Peak power current	
	d) Open circuit voltage	
iv.	No. of SPV Modules proposed branch wise to achieve minimum KWp DC power (i),ii,iii,iv,v,vi	
v.	Short circuit current of PV module (Amp.)	
vi.	Open circuit voltage of PV Module (V)	
vii.	Max. power rating of one PV Module (KWp) (not less than 540 Wp)	
viii.	Photo electrical conversion efficiency of SPV module (not less than 14%)	
ix.	Fill factor of the SPV module (> 0.70)	
x	Designated life of the SPV modules	
xi.	Overall dimensions (in mm)	
xii.	Weight	

xiii	Frame materials	
xiv.	Reference of Standards / approval, if any	
xv.	Life of SPV Module (Years of Operation)	
b	PV ARRAY CAPACITY	
	Number of Module in series in each array	
	Peak power rating of one array	
	Number of array considered to achieve the specified output	
c	MODULE MOUNTING STRUCTURE	
i)	Type of structure and its materials used in frame and accessories	
ii)	Type of mounting structures (Fixed or any other type)	
iii)	Overall dimensions	
iv)	Type of mounting	
v)	Surface azimuth angle of PV Modules	
vi	Tilt angle (Slope) of PV module	
vii.	Confirm structure & module frame shall be designed at wind speed 150 km/hr.	
d	POWER CONDITIONING UNITS (PCUs)	
i.	Manufacturer's name & address	
ii.	Type of PCU (Centralized or string type)	
iii.	Number of units proposed	
iv.	Rated capacity of each PCU	

v.	Input DC Voltage range	
vi.	Output voltage	
vii.	Frequency	
viii.	Minimum efficiency at full load	
ix.	Location (outdoor/indoor)	
x.	Output wave shape	
xi.	Dimensions in mm	
xii.	IP protection level	
xiii.	Type of cooling required	
xiv	Type of mounting	
xv.	Suitability for specified Ambient Temp. range & Humidity at	
xvi.	Type of Protection provided	
xvii	Over Load Condition	Yes/No
xviii	Short Circuit Protection	Yes/No
xix	Low/High Voltage Protection	Yes/No
xx	Power Electronic Component Protection Yes/No	Yes/No
e.	METERING	
i.	Nos. of meters proposed to be provided	
ii.	Location of meters	
iii.	Manufacturer's name & address	

iv	Confirm compliance with laid down specification	
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f	Item	Quantities	To be filled by the contractor
1	SPV Modules	Total Quantities (nos)	
		No. of Arrays	
		Nos of SPV module in each array	
2	Power Conditioning Units (PCUs) (Centralized/ string type)	Type	
		Quantity	
3	DC Junction Boxes		
4	AC Junction Boxes		
5	Other related items viz. control & power cables, cable trays, surge diverters, earthing etc. for the complete work as required & specified	LOT	

Signature of the Contractor with Seal

B- WARRANTY CERTIFICATE

Name & Address of the Manufacturer/ supplier	
Name & address of the purchasing Agency	
Date of Erection system	
PV Module (a) Make	
(b) Model	
(C) Serial No. (List enclosed)	
(d) Wattage under STC	
(e) Warrantee valid upto	
(a) Make	
(b) Model	
(C) Serial No. (List enclosed)	
(d) Warrantee valid upto	

Designation & Address of the person to be contacted for claiming Warrantee obligations	
Date: Place:	(Signature) Name Designation Name & Address of the Manufacture/ Supplier (Seal)

Instruction to the Tenderer/ Bidder

2. Tender documents:

- i. The applicants who have down-loaded the Tender document from the Bank’s website, should read the following important instructions carefully before submitting the Tender in Online portal.

- a) The applicants should go through carefully & ensure that the **complete TENDER document** contains all pages of the document & ensure that **no page** in the down-loaded Tender document is **missing**. All the tender pages seal and signed and same has been uploaded on GeM site, if tender documents not seal & signed, its tender will be rejected and not considered.
- b) The bidder should visit the site & carryout the survey before quoting their rates and considering wide variation of site conditions, variation in price, logistics and distribution needs, and keeping the quantum and quality of work in mind.
- c) The SBI does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
- d) On receipt of intimation from the SBI of the acceptance of his / their tender, by way of Work Order, the successful tenderer shall sign an agreement, subject to approval of Law department of SBI. A work order by the SBI of a tender will constitute a binding contract between the SBI and the bidder so tendering, whether such formal agreement is or is not subsequently executed. The cost of necessary stamp paper for execution of the agreement shall be borne by the successful tenderer.
- e) The tenderer shall not assign the contract and shall not sublet any portion of the contract except with the written consent of the SBI. In case of breach of these conditions, the SBI may serve a notice in writing on the tenderer rescinding the contract whereupon the security deposit shall stand forfeited to the SBI, without prejudice to his other remedies against the tenderer.
- f) The Tenderer shall carry out all the work strictly according to the conditions stipulated in the tender and in accordance with details and instructions of the Bank's concerned Officials. If in the opinion of the Bank's Officials, changes have to be made in the design and with the prior approval in writing of the SBI they desire, the Tenderer shall carry out the same. The Bank's Officials decision in such cases shall be final.
- g) The tenderer shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be including delays arising out of modifications to the work entrusted to him or in any subcontract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring government controlled or other building materials or in obtaining water and power connections for construction purpose or for any other reason whatsoever and the SBI shall not be liable for any claim in respect thereof. The SBI does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein. The SBI will not entertain any claim at any stage from the successful bidder on the plea of not having sufficiently acquainted himself as to the site conditions.

Vendors should have local presence i.e. Madhya Pradesh (MP) or Chhattisgarh (CG) states.
Copy of proof is required to be submitted in Hard copy along with EMD

3. Site Visit:

The tenderer must obtain himself on his own responsibility and his own expenses all information and data that may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The tenderer is requested satisfy himself regarding the availability of water, power, transport and communication facilities, the character quality and quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc.

4. Earnest Money Deposit:

- I. The tenderers are requested to submit the Earnest Money as mentioned in NIT by means of Demand Draft (Valid for a period of 90 Days) from any Scheduled/ Nationalized Bank drawn in favor of Assistant General Manager (P&E), State Bank of India and payable in in hard copy to this office (i.e. The AGM(P&E), State Bank of India, Local Head office, 3rd floor, Hoshangabad road, Bhopal-462011(M.P.)). In case EMD amount as mentioned in NIT did not submit their tender will not be opened.
- II. EMD in any other form other than as specified above will not be accepted. Tender not accompanied by the EMD shall be rejected.
- III. No interest will be paid on the EMD.
- IV. EMD of unsuccessful tenderer will be refunded within 30 days of award of Contract.
- V. EMD of successful tenderer will be retained as a part of security deposit.
- VI. Forfeiting Of EMD: The EMD paid or submitted by the Bidder shall be forfeited if:
 - a. The Bidder withdraws his tender before finalization of work order.
 - b. The Bidder does not accept work order.
 - c. The Bidder violates any of the terms and conditions of the tender.
 - d. The Bidder fails to deposit requisite Security deposit.
 - e. The Bidder fails to comply with any of the conditions of the Contract /Tender Document

5. Security Deposit:

Total security deposit shall be 5% of the final value of the work. Bank will deduct total 5% of the final value of the work from Final/running bill. 5% of the retention money shall be paid after the defects liability period of 1 Year as specified in the contract. The retention money will be interest free. No interest shall be paid to the amount retained by the Bank as Security Deposit.

I. Forfeiting Of Security Deposit :

- a) The security deposit shall be liable to be forfeited wholly or partly at the sole discretion of the SBI, if the Bidder either fails to execute the work of above

projects or fails to fulfill the contractual obligations or fails to settle in full his dues to the SBI.

- b) The SBI is empowered to recover from the security deposit for any sum due and for any other sum that may be fixed by the SBI as being the amount or loss or losses or damages suffered by it due to delay in performance and / or non-performance and / or partial performance of any of the conditions of the contract and / or non-performance of guarantee obligations.

6. DEFECT LIABILITY PERIOD:

12 months from the date of completion. The contractor has undertaken to attend repairs/rectifying the defects within 48 hours whatsoever during the defects liability period. Any defects or shortcomings found during execution of work and during the defects liability period from the completion of the entire work shall be attended/rectified by the tenderer without any extra cost to the SBI. In case of failure to do so within 10 days from such notice from the Bank, the SBI may get such rectification works carried out through any other firm and expenditure incurred by the Bank shall be recovered from any money due to the Vendor.

7. Liquidated damage:

If the work is not completed in the specified time the contractor will be levied liquidated damages @0.5% of the quoted value per week subject to maximum of 5 % of the contract value will be applied for delay in completion of the work.

9. Labour License:

The vendor shall adhere to various provision of the contract Labour (Regulation & Abolition) Act 1970, if applicable under the said contract, and fulfill all the statutory requirements. The contractor is required to comply withal acts of Government relating to labour and the rules and regulation made there under from time to time and submit at the times all particulars and settlements required to be furnished to the labour authorities.

10. Terms of Payments:

- I. No advance payment shall be paid.

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 such as Manufacture's Inspection and Test certificate.

- III. 95 % released after:

- a) Installation, commissioning, testing, successful trail run.
- b) Including grid synchronization along with supply and installation of net metering, generation meter.

- c) Approvals from local Govt. authorities/MP Discom/ Chhattisgarh Distribution companies/CREDA/ Chief Electrical inspector office as required or applicable.
- d) Submission of Insurance policy documents effective from date of commissioning for CMC period.
- e) On receipt of one month successful performance report generated automatically through Remote Monitoring System as well as manually.
- IV. 5% will be held with us as SD for 1 years and will be release after defect liability period of one year.
- V. Payment shall be made by way of Electronic fund transfer and the bill will be paid by the SBI. Firm should furnish details of the bank, A/c no, IFSC code.
- VI. Payments towards the above work shall be made by SBI.
(The TDS at the source will be deducted as per the Govt. rule and regulations.)

11. Signing of contract Documents

The successful tenderer shall be bound to implement the contract by signing an agreement and conditions of contract attached herewith within **15 days** from the receipt of intimation of acceptance of the tender by the Bank. However, the written acceptance of the tenders by the Bank will constitute a binding agreement between the Bank and successful tenderer whether such formal agreement is subsequently entered into or not.

12. Completion Period

Time is essence of the contract. The work should be completed in all respect accordance with the terms of contract within a period of **45 days** from the date of award of work.

13. Validity of tender

Tenders shall remain valid and open for acceptance for a period of **90 days** from the date of opening price bid or the date of issue of work order, whichever is later. If the tenderer withdraws his/her offer during the value period or makes modifications in his/her original offer which are not acceptable to Bank without prejudice to any other right or remedy the Bank shall be at liberty forfeit the EMD.

14. Delay and Extension of Time:

If in the opinion of Bank's Officials, works be delayed by force majeure such as (a) war / hostilities, (b) riots or civil commotion, (c) earthquakes, fire tempest, lightening or other natural / physical disasters, etc., (d) restrictions imposed by the Government which prevent or delay the execution of the order or by any other reasons, a suitable extension of time will be given and no extra claim will be paid by the SBI whatsoever.

15. Standards:

The Vendor shall use all materials conforming to relevant BIS/ relevant Code and will use the best materials of approved manufacture. The goods supplied under this contract shall confirm to the Standards mentioned in the Technical specification Section as per the MNRE / MP & CG Discom/ Govt. Authorities requirements.

16. Inspection:

The vendor shall at the instructions of the SBI within such time as notified, open up for inspection any work and should the vendor refuse or neglect to comply with such instructions, the SBI may employ other workman to open of the same. Such work if it is found not in accordance with approved specifications, or the instructions, expenses of opening up and redoing if required shall be borne by and recoverable from the Vendor from any money due or which may become due to the vendor. Bidder has to strictly follow the specifications given in the work order while carrying out the execution of work.

17. Transportation:

Where the Vendor/ Contractor / Agency is required under the contract to transport the goods to specified locations defined as Project sites, transport to such places including insurance, as shall be specified in the contract, shall be arranged by the Vendor/ Contractor / Agency, and the contract price shall include transportation costs.

No mobilization advance shall be paid to the Vendor.

18. Packing

The Bidder shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy handlings facilities at all points in transit.

The packing, marking and documentation within and outside the item shall comply strictly with such special requirements as shall be provided for in the contract including additional requirements, if any and in any subsequent instructions ordered by the SBI.

19. Danger plates:

The bidder shall provide at least 8 Danger Notice Plates of 200mm X 150 mm made of mild steel sheet, minimum 2mm thick and vitreous enameled white on both sides and

with inscription in signal red colour on front side as required. The inscription shall be in English and local language. Out of eight, four danger notice shall have to be provided at PV Yard & Four-danger notice at Control Room & Battery room.

20. FIRE EXTINGUISHERS:

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

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

21. Storage space:

Storage space may be allowed at site as per the availability. The Vendor will have to make his own arrangement for security and locking arrangement of the storage space. The Vendor may be required to vacate the storage space as per SBI's exigency without any extra cost.

22. Staying Arrangements:

The vendor has to make his own arrangement of stay for his employees. Bank will not allow to stay in Bank Premises.

23. Vendor's Representative on Works:

Vendor shall maintain at site responsible, efficient, qualified and well experienced in-charge during the contract period. Any clarifications, explanation, instructions or notices given by the SBI to such in-charge shall be deemed to be given to the vendor and shall be binding on the vendor.

24. DRAWINGS & MANUALS:

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

25. PLANNING AND DESIGNING:

The bidder should carry out Shadow Analysis at the site and accordingly design strings & arrays layout considering optimal usage of space, material and labour. The bidder should submit the array layout drawings along with Shadow Analysis Report to SBI for approval.

SBI reserves the right to modify the landscaping design, Layout and specification of sub-systems and components at any stage as per local site conditions/requirements.

The bidder shall submit preliminary drawing for approval & based on any modification or recommendation, if any. The bidders submit three sets and soft copy in CD or in pen drive of final drawing for formal approval to proceed with construction work.

26. DRAWINGS TO BE FURNISHED BY BIDDER AFTER AWARD OF CONTRACT

- i. The Contractor shall furnish the following drawings Award/ Intent and obtain approval
- ii. General arrangement and dimensioned layout
- iii. Schematic drawing showing the requirement of SV panel, Power conditioning Unit(s)/ inverter, Junction Boxes, AC and DC Distribution Boards, meters etc.
- iv. Structural drawing along with foundation details for the structure.
- v. Itemized bill of material for complete SV plant covering all the components and associated accessories.
- vi. Layout of solar Power Array
- vii. Shadow analysis of the roof

27. SOLAR PV SYSTEM ON THE ROOFTOP FOR MEETING THE ANNUAL ENERGY REQUIREMENT

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

28. SAFETY MEASURES:

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

29. DISPLAY BOARD

The bidder has to display a board at the project site mentioning the following:

- a. Plant Name, Capacity, Location, Date of commissioning, estimated Power generation.
- b. The size and type of board and display shall be approved by Engineer-in-charge before site inspection.

30. Dismissal of Workman:

Vendor shall, on the request of the SBI, immediately dismiss from the work any person in the opinion of SBI be unsuitable or incompetent or who may be guilty of misconduct.

31. Notices:

Notices of the SBI, to the vendor may be served personally or by being left at or sent by registered post to the last known place of the business of the party to whom the same is given or in the case of the vendor by being left on the works. Notices may be served at or sent by registered post to the registered office of the vendor. Any notice sent by registered post shall be deemed to be served at the time when in the ordinary course of post, it would be delivered.

32. Sub-contracts:

Subcontract is strictly prohibited.

The rate quoted in the tender shall include the expenses for obtaining and maintaining power connections and shall pay for the consumption charges as instructed.

33. TERMINATION OF CONTRACT BY THE SBI:

If the vendor being an individual or a firm, commit any "Act of Insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up or applies for voluntary winding up or subject to the supervision of the court and of the official assignee or the liquidator, in such acts of insolvency or winding up shall be unable within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the SBI that they are able to carry out and fulfill the contract, and to give security, therefore, if so required by the SBI.

OR

if the vendor (whether an individual Firm or Incorporated Company) shall suffer execution to be issued, or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the vendor, or shall assign or sublet the contract without the consent in writing of the SBI first obtained.

OR

shall charge or encumber this contract or any payments due or which may become due to the vendor there under.

OR

if the vendor

- a. has abandoned the contract or

- b. has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for seven days after receiving from the SBI written notice to proceed, or
- c. has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- d. has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the SBI written notice that the said materials of work were condemned and rejected by the SBI under these conditions or
- e. has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the vendor for seven days after written notice shall have been given to the vendor requiring the vendor to observe or perform the same, or
- f. has to the detriment of good workmanship or in defiance of the SBI's instructions to the contrary sublet any part of the contract.

Then and in the event of any of the aforesaid cases, the SBI may, notwithstanding any previous waiver, after giving seven days notice in writing to the vendor, determine the contract but without thereby affecting the powers of the SBI or the obligations and liabilities of the vendor, the whole of which shall continue in force as fully as if the contract has not been so determined and as if the works subsequently executed has been executed by or on behalf of the vendor.

And further, the SBI may enter upon and take possession of the work and all plant, tools, scaffolding, sheds, machinery and materials lying upon the premises or the adjoining lands or roads and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other vendors or other persons to complete works, and the vendor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other vendor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient, the SBI shall give a notice in writing to the vendor to remove his surplus materials and plant, and should the vendor fail to do so within a period of 14 days after the receipt thereof by him, the SBI shall sell the same by public auction, and shall give credit to the vendor for the amount realised on deducting there from the costs of removal and sales.

If any sum shall be due or payable to or by the SBI for the values of the said plant and materials so taken possession of by the SBI and the expense of loss which the SBI shall have been put to in requiring the works to be completed, and the amount, if any, owing to the vendor and the amount which shall be so certified shall thereupon be paid by the

SBI to the vendor or by the vendor to the SBI, as the case may be, and the SBI's certificate shall be final and conclusive between the parties.

On termination of the contract, the vendor shall forth with remove himself and his workmen from the work site.

33. Matters To Be Finally Determined By The SBI:

The SBI's decision, opinion, direction, with respect to all or any of the matter such as scope of work, vendor to provide everything necessary, materials and workmanship to conform the description, assignment of subletting, defects after completion, delay & extension of time, opened up works and the schedule of rates as contained in the Price Bid hereof and as to the exercise by them the right to have any works opened up shall be final and conclusive and binding on the vendor. SBI's instructions if any, in this regard in case of any urgency, shall also be complied immediately.

28. Insurance Contract Conditions Vendor's Liability And Insurance

- a. The insurance shall be for an amount equal to 125 percent of the value of the contract on "All Risks" basis, valid until the Completion of the project or handing over whichever is later.
- b. From commencement to completion of works, the Vendor shall take full responsibility for the care of the work and for taking precautions to prevent loss or damage to the works and to minimize the loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the works or any part thereof from any cause whatsoever, inherent defects and failures due to poor workmanship and causes such as fire, lightening, explosion, earthquake, storm, hurricane, floods, inundation, subsidence, landslides, rock slides, riots (excluding civil war, rebellion, revolution and insurrection) and shall at his own cost repair and make good the same so that at all times the work shall be in good order and condition and in conformity in every respect with the requirements of the Contract.
- c. Without limiting the obligations and responsibilities under this condition, the Vendor shall insure and keep insured the works from commencement to completion, as aforesaid, for their full value provided under this Contract, increased by 25% against the risk of loss or damage from any cause whatsoever including the causes enumerated in the Clause (a) above. In the event of there being a variation in the nature and extent of the work, the Vendor shall from time to time increase or decrease the value of the insurance correspondingly. The entire premium shall be borne and paid by the Vendor. The said insurance shall also provide for the removal of debris of the lost or damaged works.
- d. The Vendor shall at all times indemnify the SBI against all losses, claims or damages or compensation under the provisions of the payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, The Maternity

Benefit Act 1961, Industrial Disputes Act 1947 and Contract Labour and Regulation and Abolition Act 1970, SBI State Insurance Act 1948 or any modification thereof or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the work whether in the Employment of the SBI, or Vendor or not and also against all costs, charges and expenses of any suit, action or proceedings whatsoever out of such accident or injury or combination of any such claims.

- e. Before commencing the work, the Vendor shall without limiting his obligations and responsibilities under this condition, insure against any loss of life or injury to any personnel in the employment of Vendor/Sub- Vendor/Nominated Sub-Vendor. For this purpose, insurance shall be taken by the Vendor/Sub-Vendor. Such insurance shall be taken to include both employees/workmen covered by the Workmen's Compensation Act 1923, as well those employees/ workmen not covered by the said Act. Separate insurance policies may be taken for employees/workmen covered by Workmen's Compensation Act 1923, and employees workmen not covered by the said Act. All the premiums shall be paid by the Vendor.
- f. The Vendor shall at all times indemnify and keep indemnified the SBI against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the work and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto. Before commencing the execution of the works, the Vendor shall without in any way limiting his obligations and liabilities under this condition, insure at his cost and expense against any damage or loss or injury which may be caused to any person or property including the Employee or servants of the SBI and the Consultants and their property by or in the course of the execution of the works. Such insurance to be known as the Third Party Insurance shall be in a sum equivalent to two percent of the value of the accepted tender, subject to the minimum sum of Rupees Five Lakhs. The Insurance Policy to be so obtained by the Vendor shall be deposited by the Vendor with the SBI within seven days of its issue by the insurer.
- g. The Vendor shall ensure that similar insurance policies are taken out by his sub vendors or nominated vendors, if any, and shall be responsible for any claim or loss resulting from their failure to obtain adequate insurance protection in connection thereof. While taking the insurance policies, vendor should indicate clearly to the insurance companies that policies issued shall cover their sub-vendors and nominated sub-vendors also.
- h. No work shall be commenced by the Vendor unless and until he has obtained the insurance or insurance required to be obtained by him under or by the foregoing clauses and no work shall be carried out or continued by the Vendor unless and until each insurance is current and valid at that time.

- i. In the event of any claim for insurance becoming due on account of any eventuality covered by the respective insurance policy/policies, the Vendor shall reinstate the installation, replace the materials or equipments or pay compensating to the affected personnel/Employees without waiting for settlement of the claim from insurance company.

Seal and Signature of vendor

GENERAL CONDITIONS OF CONTRACT

1.0 **Definitions:** -

“Contract” means the documents forming the tender and the acceptance thereof and the formal agreement executed between SBI and the contractor, together with the documents referred there in including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Architects / Bank and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

1.1 In the contract the following expressions shall, unless the context otherwise requires, have the meaning hereby respectively assigned to them.

1.1.1 **“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, having its Local Head Office, Hoshangabad Road, Bhopal-462011 (M.P.).

1.1.2 **‘Architects/Consultants’** shall mean M/s.....

1.1.3 **‘Site Engineer’** shall mean an Engineer appointed by the SBI at site as their representative for day-to-day supervision of work and to give instructions to the contractors.

1.1.4 **‘The Contractor’** shall mean the individual or firm or company whether incorporate not, undertaking the works and shall include legal personal representative of individual or the composing the firm or company and the permitted assignees of individual or firms of company.

1.1.5 The expression **‘Works’** or ‘work’ shall mean the permanent or temporary work description in the “Scope of work” and / or to be executed in accordance with the contract includes materials, apparatus, equipment, temporary supports, fittings and things of kinds to be provided, the obligations of the contractor hereunder and work to be done by the contractor under the contract.

1.1.6 **‘Engineer’** shall mean the representative of the Consultants/ Architects.

1.1.7 **‘Drawings’** shall mean the drawings prepared by the Architects and issued by the Engineer and referred to in the specifications and any modifications of such drawings as may be issued by the Engineer from time to time ‘Contract value shall mean value of the entire work as stipulated in the letter of acceptance of tender subject such additions there to or deductions there from as may be made under the provide herein after contained.

1.1.8 **“Specifications’** shall mean the specifications referred to in the tender and modifications thereof as may time to time be furnished or approved by the Architect/ Consultant.

1.1.6 **“Month”** means calendar month.

1.1.9 **“Week”** means seven consecutive days.

1.1.10 **“Day”** means a calendar day beginning and ending at 00 Hrs and 24 Hrs respectively.

1.1.11 **“SBI’s Engineer”** shall mean The Civil / Electrical Engineer in - charge of the Project, as nominated by the SBI.

1.1.12 The following shall constitute the Joint Project Committee (herein under referred to as JPC) for assessing and reviewing the progress of the work on the project and to issue

instructions or directions from time to time for being observed and followed by the Architects Site Engineer / PMC and other consultants / contractors engaged in the execution of the project.

CLAUSE

1.0 Language

The language in which the contract documents shall be drawn shall be in English.

2.0 Errors, omissions and discrepancies

In case of errors, omissions and/ or disagreement between written and scaled dimensions on the drawings or between the drawings and specifications etc., the following order shall apply.

- i) Between scaled and written dimension (or description) on a drawing, the latter shall be adopted.
- ii) Between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.
- iii) Between written description of the item in the specifications and descriptions in bills of quantities of the same item, the former shall be adopted:
 - a) In case of difference between rates written in figures and words, the rate in words shall prevail.
 - b) Between the duplicate / subsequent copies of the tender, the original tender shall be taken as correct.

3.0 i) Letter of Acceptance:

Within the validity period of the tender the SBI shall issue a letter of acceptance directly or through the architect by registered post or otherwise depositing at the of the contractor as given in the tender to enter into a Contract for the execution of the work as per the terms of the tender. The letter of acceptance shall constitute a bind contract between the SBI and the contractor.

ii) Contract Agreement:

On receipt of intimation of the acceptance of tender from the SBI/ Architect the successful tenderer shall be bound to implement the contract and within fifteen days there of shall sign an agreement in a non-judicial stamp paper of appropriate value.

4.0 Ownership of drawings:

All drawings, specifications and copies thereof furnished by the SBI or through its Architect

/ consultants are the properties of the SBI. They are not to be used on other work.

5.0 Detailed drawings and instructions:

The SBI through its architects / consultants or directly shall furnish with reasonable proper additional instructions by means of drawings or otherwise necessary for the execution of the work. All such drawings and instructions shall be consistent with contract documents, true developments thereof and reasonably inferable there.

The work shall be executed in conformity therewith and the contractor prepare a detailed programme schedule indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the SBI.

6.0 Copies of agreement

On receipt of intimation from the SBI of the acceptance of his / their tender, by way of Work Order, the successful tenderer shall sign an agreement, subject to approval of Law department of SBI.

7.0 Liquidated damages:

If the contractor fails to maintain the required progress in terms of clause 12. 0 of "Instruction to the tenderer "or to complete the work and clear the site including vacating their office on or before the contracted or extended date or completion, without justification in support of the cause of delay, he may be called upon without prejudice to any other right of remedy available under the law to the SBI on account of such breach to pay a liquidated damages at the rate of 0.50% of the contract value per week which subject to a maximum of 5% of the contract value.

8.0 Materials, Appliances and Employees:

Unless or otherwise specified the contractor shall provide and pay for all materials, labour, water, power, tools, equipment transportation and any other facilities that are required for the satisfactory execution and completion of the work. Unless or otherwise specified all materials shall be new and both workmanship and materials shall be best quality. The contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. Workman whose work or behavior is found to be unsatisfactory by the SBI /Architect/ consultant he shall be removed from the site immediately.

9.0 Permits, Laws and Regulations:

Permits and licenses required for the execution of the work shall be obtained by the contractor at his own expenses. The contractor shall give notices and comply with the regulations, laws, and ordinances rules, applicable to the contract. If the contractor observes any discrepancy between the drawings and specifications, he shall promptly notify the SBI in writing under intimation of the Architect/ Consultant. If the contractor performs any act,

which is against the law, rules and regulations he shall meet all the costs arising there from and shall indemnify the SBI any legal actions arising there from.

10.0 Setting out Work:

The contractor shall set out the work and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and get it approved by the architect/ consultant before proceeding with the work. If at any time any error in this respect shall appear during the progress of the works, irrespective of the fact that the layout had been approved by, the architect / consultant the contractor shall be responsible for the same and shall his own expenses rectify such error, if so, required to satisfaction of the SBI.

11.0 Protection of works and property:

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the SBI's properties from injury or loss arising in connection with contract. He shall make good any such damage, injury, loss, except due to causes beyond his control and due to his fault or negligence except which are due to causes beyond his control.

He shall take adequate care and steps for protection of the adjacent properties. The contractor shall take all precautions for safety and protections of his employees on the works and shall comply with all applicable provisions of Govt. and local bodies' safety laws and building codes to prevent accidents, or injuries to persons or property on about or adjacent to his place of work. The contractor shall take insurance covers as per clause 26.0 at his own cost. The policy may be taken in joint names of the contractor and the SBI and the original policy may be lodged with the SBI.

12.0 Inspection of work:

The SBI / Architect / Consultant or their representatives shall at all reasonable times have free access to the work site and / or to the workshop, factories, or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the SBI/Architect/consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the SBI / Architect /Consultant except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's Organization a wing of Central Vigilance commission.

13.0 Assignment and subletting

The whole of work included in the contract shall be executed the contractor and he shall not directly entrust and engage or indirectly transfer, assign or underlet the contract or any part or share thereof or interest therein without the written consent of the SBI through the

Architect and no undertaking shall relieve the contractor from the responsibility of the contractor from active & superintendence of the work during its progress.

14.0 Quality of materials, workmanship & Test

All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with SBI/Architect's instructions and shall be subject from time to time to such tests as the SBI /Architect may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory.

The contractor shall provide such assistance, instruments, machinery, labour and materials.

Contractor to made arrangement of laboratory on site, where weight of various materials like aluminium extrusions etc. can be done, Contractor should also make available a 3.00 meters, 15.00 meters & a 50.00 meters tape, a Vernier Caliper & Micrometer so any measurements/ tests can be taken on sites itself.

ii) Samples

All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature/test certificate of the same shall be provided to the satisfaction of the SBI/Architect. Before submitting the sample/literature the contractor shall satisfy himself that the material/equipment for which he is submitting the samples/literature meet with the requirement of tender specification. Only when the samples are approved in writing by the SBI /Architect the contractor shall proceed with the procurement and installation of the particular material/equipment.

The approved samples shall be signed by the SBI. /Architect for identification and shall be kept on record at site office until the completion of the work for inspection/comparison at any time. The SBI/Architect shall take reasonable time to approve the sample. Any delay that might occur in approving the samples for reasons of its not meeting the specifications or other discrepancies inadequacy in furnishing samples of best qualities from various manufacturers and such other aspects causing delay on the approval of the materials/equipment etc. shall be to the account of the contractor..

iii) Cost of tests

The cost of making any test shall be borne by the contractor/ bidder if such test is intended by or provided for in the specification or BOQ (price bid).

iv) Costs of tests not provided for

If any test is ordered by the SBI/Architect which is either:

- (a) If so intended by or provided for or (in the cases above mentioned) is not so particularized or through so intended or provided for but ordered by the SBI/ Architect which is either

to be carried out by an independent person at any place other than the site or the place of manufacture or fabrication of the materials tested or any Government/approved laboratory, then the cost of such test shall be borne by the contractor.

15.0 Obtaining information related to execution of work

No claim by the contractor for additional payment shall be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the work nor any misunderstanding or the obtaining incorrect information or the failure to obtain correct information relieve him from any risks or from the entire responsibility for the fulfillment of contract.

16.0 Contractor's superintendence

The contractor shall give necessary personal superintendence during the execution of the works and as long, thereafter, as the SBI/ Architect may consider necessary until the expiry of the defects liability period, stated hereto.

17.0 Quantities

i) The bill of quantities (BOQ) unless or otherwise stated shall be deemed to have been prepared in accordance with the Indian Standard Method of Measurements The rate quoted shall remain valid for variation of quantity against individual item to any extent subject to maximum variation of the contract value by 25%. The entire amount paid under Clause 20 hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.

Variation exceeding 25%: The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause 21(e) hereof.

18.0 Works to be measured

The SBI /Architect may from time to time intimate to the contractor that he required the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the SBI/Architect in taking such measurements and calculation and to furnish all particulars or to give all assistance required by any of them. Such measurements shall be taken in accordance with the Mode of measurements detailed in the specifications. The representative of the SBI/ Architect shall take joint measurements with the contractor's representative and the measurements shall be entered in the measurement book.

The contractor or his authorized representative shall sign all the pages of the measurement book in which the measurements have been recorded in token of his acceptance. All the corrections shall be duly attested by both representatives. No over writings shall be made in the measurement book. Should the contractor not attend or neglect or omit to depute his

representative to take measurements then the measurements recorded by the representative of the SBI/ Architect shall be final. All authorized extra work, omissions and all variations made shall be included in such measurements

19.0 Variations

No alteration, omission or variation ordered in writing by the SBI/Architect shall vitiate the contract. In case the SBI/Architect thinks proper at any time during the progress of works to make any alteration in, or additions to or omission from the works or any alteration in the kind or quality of the materials to be used therein, the Architect/Consultant shall give notice thereof in writing to the contractor or shall confirm in writing within seven days of giving such oral instructions the contractor shall alter to, add to, or omit from as the case may be in accordance with such notice but the contractor shall not do any work extra to or make any alteration or additions to or omissions from the works or any deviation from any of the provisions of the contract, stipulations, specifications or contract drawings without previous consent in writing of the Architect/Consultant and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Architect/Consultant and the same shall be added to or deducted from the contract value, as the case may be

20.0 Valuation of Variations

No claim for an extra shall be allowed unless it shall have been executed under the authority of the Architect / Consultant with the concurrence of the SBI as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- a) (i) The net rates or prices in the contract shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced herein.
(ii) Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ.
- b) The net prices of the original tender shall determine the value of the items omitted, provided if omissions do not vary the conditions under which any remaining items of Works are carried out, otherwise the prices for the same shall be valued under sub-Clause 'c' hereunder.
- c) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items or works are carried out, then the contractor shall within 7 days of the receipt of the letter of acceptance inform the SBI /Architect/ consultant of the rate which he intends to charge for such items of work, duly supported by analysis of the rate or rates claimed and the SBI /Architect/ consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.

- d) Where extra work cannot be properly measured or valued the contractor shall be allowed day work prices at the net rates stated in the tender, of the BOQ or, if not, so stated then in accordance with the local day work rates and wages for the district; provided that in either case, vouchers specifying the daily time (and if required by the SBI/ Architect/Consultant) the workman's name and materials employed be delivered for verifications to the SBI/ Architect /consultant at or before the end of the week following that in which the work has been executed.
- e) It is further clarified that for all such authorized extra items where rates cannot be derived from the tender, the Contractor shall submit rates duly supported by rate analysis worked on the 'market rate basis for material, labour hire / running charges of equipment and wastages etc. plus 15% towards establishment charges, contractor's overheads and profit. Such items shall, not be eligible for escalation.

21.0 Final measurement

The measurement and valuation in respect of the contract shall be completed within **two months** of the virtual completion of the work.

22.0 Virtual Completion Certificate (VCC)

On successful completion of entire works covered by the contract to the full satisfaction of the SBI, the contractor shall ensure that the following works have been completed the satisfaction of the SBI:

- a) Clear the site of all scaffolding, wiring, pipes, surplus materials, contractor's labour equipment and machinery.
- b) Demolish, dismantle and remove the contractor's site office, temporary works, structure including labour sheds/camps and constructions and other items and things whatsoever brought upon or erected at the site or any land allotted to the contractor by the SBI not incorporated in the permanent works.
- c) Remove all rubbish, debris etc. from the site and the land allotted to the contractor by SBI and shall clear, level and dress, compact the site as required by the SBI
- d) Shall put the SBI in undisputed custody and possession of the site and all land allot by the SBI
- e) Shall hand over the work in a peaceful manner to the SBI.
- f) All defects / imperfections have been attended and rectified as pointed out by the Architects to the full satisfaction of SBI.

Upon the satisfactory fulfillment by the contractor as stated above, the contractor is entitled to apply to the Architect / consultant is satisfied of the completion of work. Relative to which the completion certificate has been sought, the Architect/ consultant shall within fourteen (14) days of the receipt of the application for completion certificate, issue a VCC in respect of the work for which the VCC has applied.

This issuance of a VCC shall not be without prejudice to the SBI's rights and contractor liabilities under the contract including the contractor's liability for defects liability nor shall the issuance of VCC in respect of the works or work at any site be construction as a waiver of any right or claim of the SBI against the contractor in respect of or work at the site and in respect of which the VCC has been issued.

23.0 Work by other agencies

The SBI /Architect reserves the rights to use premises and any portion of the site for execution of any work not included in the scope of this contract which it may desire to have carried out by other persons simultaneously and the contractor shall not only allow but also extend reasonable facilities for the execution of such work. The contractor however shall not be required to provide any plant or material for the execution of such work except by special arrangement with the SBI /SBI. Such work shall be carried out in such manners not to impede the progress of the works included in the contract.

24.0 Insurance of works

- 24.1 a) Before taking up the work, the Contractor shall, obtain and submit to the Employer (Bank/SBI),contractor's all risk policy and a third-party insurance policy in original, issued by any Public-Sector Insurance Company.
- b) The Policy should be issued in the joint names of Employer and contractor with Employer's name appearing first. For Minimum value Rs 5 lacs until completion of project or handing over whichever is later for any type of accident / incidence.
- c) The contractor shall, from time to time, provide documentary evidence as regards payments of premia for all insurance Policies for keeping them valid till the completion of the work.
- d) Without prejudice to any of its obligations and responsibilities specified above, the Contractor shall, within 10 days from the date of work order, submit documentary evidence as required by the Employer in support of having obtain requisite insurance cover.
- e) No work shall be taken up by the Contractor at site unless the Insurance Policies as mentioned above are obtained.
- f) Also, no payment shall be made to the Contractor on expiry of insurance policies unless renewed by them and renewed policy is submitted with the SBI. Nothing extra shall be payable on this account.

24.2 Damage to persons and property

The contractor shall, except if and so far as the contract provides otherwise indemnify the SBI/SBI against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims

proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation of damages for or with respect to:

- a) The permanent use or occupation of land by or any part thereof.
- b) The right of SBI to execute the works or any part thereof on, over, under, in or through any lands.
- c) Injuries or damages to persons or properties which are unavoidable result of the execution or maintenance of the works in accordance with the contract
- d) Injuries or damage to persons or property resulting from any act or neglect of the SBI, their agents, employees or other contractors not being employed by the contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the contractor, his servants or agents such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the SBI, their employees, or agents or other employees, or agents or other contractors for the damage or injury.

24.3 Contractor to indemnify SBI

The contractor shall indemnify the SBI against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the provision sub clause 24.2 of this clause.

24.4 Contractor's superintendence

The contractor shall fully indemnify and keep indemnified the SBI against any action, claim, or proceeding relating to infringement or use of any patent or design or any alleged patent, design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claim made under or action brought against SBI in respect of such matters as aforesaid the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expenses to settle any dispute or to conduct any litigation that may arise there from, provided that the contractor shall not be liable to indemnify the SBI if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Architect / consultant in this behalf.

24. 5 Third Party Insurance

24.5.1 Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 24.0 shall insure against his liability for any material or physical damage, loss, or injury which may occur to any property including that of SBI/SBI, or to any person, including any employee of the SBI/SBI by or arising out of the execution of the works or in the carrying out of the contract, otherwise than due to the matters referred to in the provision to clause 24.0 thereof.

24.5.2 Minimum amount of Third Party Insurance

Such insurance shall be affected with an insurer and in terms approved by the SBI which

approval shall not be reasonably withheld and for at least the amount stated below. The contractor shall, whenever required, produce to the Architect / consultant the policy or policies of insurance cover and receipts for payment of the current premiums.

The minimum insurance cover for physical property, injury, and death is Rs.5 Lakh per occurrence with the number of occurrences limited to four. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

24.6 Accident or Injury to workman:

24.6.1 The SBI 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 SBI/SBI or their agents, or employees. The contractor shall indemnify and keep indemnified SBI/SBI 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.

24.6.2 Insurance against accidents etc. to workmen

The contractor shall insure against such liability with an insurer approved by the SBI during the whole of the time that any persons are employed by him on the works and shall, when required, produce to the architect / consultant such policy of insurance and receipt for payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor the contractor's obligation to insured 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 SBI is indemnified under the policy but the contractor shall require such sub-contractor to produce to the Architect /consultant when such policy of insurance and the receipt for the payment of the current premium.

24.6.3 Remedy on contractor's failure to insure

If the contractor fails to effect and keep in force the insurance referred to above or any other insurance which he may be required to effect under the terms of contract, then and in any such case the SBI may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the SBI as aforesaid from any amount due or which may become due to the contractor, or recover the same as debt from the contractor.

24.6.4 Without prejudice to the others rights of the SBI against contractors. In respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages costs, charges, and other expenses paid by the SBI and which are payable by the contractors under this clause. The contractor shall upon settlement by the Insurer of any claim made against the insurer pursuant to a policy taken under this

clause, proceed with due diligence to rebuild or repair the works destroyed or damaged. In this event all the monies received from the Insurer in respect of such damage shall be paid to the contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

25.0 Commencement of Works:

The date of commencement of the work will be reckoned as the recorded date of handing over site by the SBI/SBI or **7 days** from the date of receipt of Letter of Acceptance/work order from SBI, whichever is later.

26.0 Time for completion

Time is the essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period of **45 days from the date of commencement**. If required in the contract or as directed by the SBI/Architect, the contractor shall complete certain portions of work before completion of the entire work. However the completion date shall be reckoned as the date by which the whole work is completed as per the terms of the contract.

27.0 Rate of progress

Whole of the materials, plant and labour to be provided by the contractor and the mode, manner and speed of execution and maintenance of the works are to be of a kind and conducted in a manner to the satisfaction of the SBI/SBI/Architect. Should the rate of progress of the work or any part thereof be at any time be in the opinion of the SBI /SBI/Architect too slow to ensure the completion of the whole of the work by the prescribed time or extended time for completion the SBI /SBI/Architect shall thereupon take such steps as considered necessary to expedite progress so as to complete the works by the prescribed time or extended time. Such communications from the SBI/Architect neither shall relieve the contractor from fulfilling obligations under the contract nor he shall be entitled to raise any claims arising out of such directions.

28.0 Work during nights and holidays

Subject to any provision to the contrary contained in the contract no permanent work shall save as herein provided be carried on during the night or on holidays without the permission in writing of the SBI/Architect, save when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the work in which case the contractor shall immediately advise by SBI/SBI/Architect. However the provision of the clause shall not be applicable in the case of any work which becomes essential to carry by rotary or double shifts in order to achieve the progress and quality of the part of the works being technically

required and continued with the prior approval of the SBI/Architect at no extra cost to the SBI.

All work at night after obtaining approval from competent authorities shall be carried out without unreasonable noise and disturbance so as to avoid disputes with the neighbours.

29.0 No compensation or restrictions of work

If at any time after acceptance of the tender SBI shall decide to abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the SBI /Architect shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work fully but which he did not derive in consequence of the foreclosure of the whole or part of the work. Provided that the contractor shall be paid the charges on the cartage only of materials actually and bona fide brought to the site of the work by the contractor and rendered surplus as a result of the abandonment, curtailment of the work or any portion thereof and then taken back by the contractor, provided however that the SBI/Architect shall have in such cases the option of taking over all or any such materials at their purchase price or a local current rate whichever is less. In case of such stores having been issued from SBI stores and returned by the contractor to stores, credit shall be given to him at the rates not exceeding those at which were originally issued to the contractor after taking into consideration and deduction for claims on account of any deterioration or damage while in the custody of the contractor and in this respect the decision of SBI/Architect shall be final.

30.0 Suspension of work

i) The contractor shall, on receipt of the order in writing of the Architect / consultant (whose decision shall be final and binding on the contractor) suspend the progress of works or any part thereof for such time and in such manner as Architect /consultant may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of following reasons:

- a) On account any default on the part of the contractor, or
- b) For proper execution of the works or part thereof for reasons other than the default the contractor, or
- c) For safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works the extent necessary and carry out the instructions given in that behalf by the Architect / consultant.

ii) If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:

The contractor shall be entitled to an extension of time equal to the period of every such suspension. No compensation whatsoever shall be paid on this account.

31.0 Action when the whole security deposit is forfeited

In any case in which under any clause or clauses of this contract, the Contractor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the Architect / consultant shall have the power to adopt any of the following course as they may deem best suited to the interest of the SBI:

- a) To rescind the contract (of which rescission notice in writing to the contractor by - Architect / consultant shall be conclusive evidence) and in which case the security, deposit of the contractor shall be forfeited and be absolutely at the disposal of SBI.
- b) To employ labour paid by the SBI and to supply materials to carry out the work, or part of the work, debiting the contractor with the cost of the labour and materials cost of such labour and materials as worked out by the Architect/consultant shall final and conclusive against the contractor) and crediting him with the value of the work done, in all respects in the same manner and at the same manner and at the same rates as if it had been carried out by the contractor under the terms of this contract certificate of architect /consultant as to the value of work done shall be final conclusive against the contractor.
- c) To measure up the work of the contractor, and to take such part thereof as shall unexecuted, out of his hands, and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor, if the whole work had been executed by him (The amount of which excess the certificates in writing of the Architects / consultant shall final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by SBI under the contract or otherwise, or from his security deposit or the proceeds of sale thereof, or sufficient part thereof.

In the event of any of above courses being adopted by the SBI the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any material or entered into any engagements or make any advances on account of, or with a view to the execution of the work or the performance of the contract and in case the contract shall be rescind under the provision aforesaid, the contractor shall not be entitled to recover or to be paid any sum or any work thereto for actually performed under this contract, unless, and until the Architect / consultant will have certified in writing the performance of such work and the value payable in respect thereof, and he shall only be entitled to be paid the value so certified.

32.0 Owner's right to terminate the contract

If the contractor being an individual or a firm commit any 'Act of Insolvency' or shall be adjusted an insolvent or being an incorporated company shall have an order for compulsory winding up voluntarily or subject to the supervision of Government and of the Official Assignee of the liquidator in such acts of insolvency or winding up shall be unable within seven days after notice to him to do so, to show to the reasonable satisfaction of the SBI /Architect that he is able to carry out and fulfil the contract, and to give security therefore if so required by the SBI.

Or if the contractor (whether an individual firm or incorporated Company) shall suffer execution to be issued or shall suffer any payment under this contract to be attached by or on behalf of any of the creditors of the contractor.

Or shall assign or sublet this contract without the consent in writing of the SBI through the Architect/Consultant or shall charge or encumber this contract or any payment due to which may become due to the contractor there under.

- a) Has abandoned the contract; or
- b) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving from the SBI through the Architect/Consultant written notice to proceed, or
- c) Has failed to proceed with the works with such diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or has failed to remove the materials from the site or to pull down and replace work within seven days after written notice from the SBI through the Architect/ Consultant that the said materials were condemned and rejected by the Architect/ Consultant under these conditions; or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this contract to be observed and performed by the contractor for seven days after written notice shall have been given to the contractor to observe or perform the same or has to the detriment of good workmanship or in defiance of the SBI or Architect's/Consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBI and or the Architect/Consultant, may not withstanding any previous waiver, after giving seven days' notice in writing to the contractor, determine the contract, but without thereby affecting the powers of the SBI or the Architect/Consultant or the obligation and liabilities of the contractor the whole of which shall continue in force as fully as if the contract had not been so determined and as if the works subsequently had been executed by or on behalf of the contractor. And, further the SBI through the Architect/Consultant, their agents or employees may enter upon and take possession of the work and all plants, tools, scaffoldings, materials, sheds, machineries lying upon the premises or on the adjoining lands or roads, use the same by means of their own employees or workmen in carrying on and completing the work or by engaging any other contractors or persons to complete the work and the

contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other contractor or other persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient to the SBI or the Architect/Consultant shall give a notice in writing to the contractor to remove his surplus materials and plants and should the contractor fail to do so within 14 days after receipt thereof by him the SBI sell the same by public auction after due publication and shall adjust the amount realized by such auction. The contractor shall have no right to question any of the act of the SBI incidental to the sale of the materials etc.

33.0 Certificate of payment

The contractor shall be entitled under the certificates to be issued by the Architect / consultant (if appointed) to the contractor within 10 working days from the date of certificate to payment from SBI from time to time. The SBI shall recover the statutory recovering other dues including the retention amount from the certificate of payment.

Provided always that the issue of any certificate by the Architect / consultant during progress of works or completion shall not have effect as certificate of satisfaction relieve the contractor from his liability under clause.

The Architect / consultant shall have power to withhold the certificate if the work or in part thereof is not carried out to their satisfaction.

The Architect / consultant may by any certificate make any corrections required previous certificate.

The SBI shall modify the certificate of payment as issued by the architect / consultant from time to time while making the payment.

The contractor shall submit interim bills only after taking actual measurements and properly recorded in the Measurement books.

The final bill may be submitted by contractor within a period of one month from the date of virtual completion and Architect / consultant shall issue the certificate of payment within a period of two months. The SBI shall pay the amount within a period of three months from the date of issue of certificate provided there is no dispute in respect of rates and quantities.

The contractor shall submit the interim bills in the prescribed format with all details.

34.0 A. Settlement of Disputes and Arbitration

Except where otherwise provided in the contract all questions and disputes to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or 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 the work or after the cancellation, termination, completion or

abandonment thereof shall be dealt with as mentioned hereinafter:

- i) 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.

- ii) 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 Assistant General Manager (P&E) submit his claims to the conciliating authority namely the Deputy General Manager & CDO, State Bank of India, LHO Bhopal for conciliation along with all details and copies of correspondence exchanged between him and the Branch/ RBO
- iii) Contractor 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.
- iv) 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 there under. 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.

35.0 Water & Power Supply

The contractors for other trades directly appointed by the SBI shall be entitled to take power and water connections from the temporary water and power supply obtained by the contractor. However, the concerned contractor shall make their own arrangements to draw the supply and pay directly the actual consumption charges at mutually agreed rates between them. All municipal charges for drainage and water connection for Construction purposes shall be borne by the contractor and charges payable for permanent connections, if any, shall be initially paid by the contractor and the SBI will reimburse the amount on production of receipts.

36.0 Treasure trove etc.

Any treasure trove, coin or object antique which may be found on the site shall be the property of SBI and shall be handed over to the bank immediately.

37.0 Method of measurement

Unless otherwise mentioned in the schedule of quantities or in mode of measurement, the measurement will be on the net quantities or work produced in accordance with up to date rules laid down by the Bureau of Indian Standards. In the event any dispute / disagreement

the decision of the Architect / consultant shall be final and binding on the corrector.

38.0 Maintenance of registers

The contractor shall maintain the following registers as per the enclosed perform at site of work and should produce the same for inspection of SBI /Architect / consultant whenever desired by them. The contractor shall also maintain the records/ registers as required by the local authorities / Govt. from time to time.

- i) Register for secured advance
- ii) Register for hindrance to work
- iii) Register for running account bill
- iv) Register for labour

39.0 Force Majeure

39.1 Neither contractor nor SBI shall be considered in default in performance of the obligations if such performance is prevented or delayed by events such as but not war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storms, floods, droughts, earthquakes or ordinances or any act of or for any other cause beyond the reasonable control of the party affected or prevents or delayed. However, a notice is required to be given within 30 days from the happening of the event with complete details, to the other party to the contract, if it is not possible to serve a notice, within the shortest possible period without delay.

39.2 As soon as the cause of force majeure has been removed the party whose ability perform its obligations has been affected, shall notify the other of such cessation and the actual delay incurred in such affected activity adducing necessary evidence in support thereof.

39.3 From the date of occurrence of a case of force majeure obligations of the party affected shall be suspended during the continuance of any inability so caused. With the caused itself and inability resulting there from having been removed, the agreed time completion of the respective obligations under this agreement shall stand extended a period equal to the period of delay occasioned by such events.

39.4 Should one or both parties be prevented from fulfilling the contractual obligations by state of force majeure lasting to a period of 6 months or wore the two parties, shall each other to decide regarding the future execution of this agreement.

50.0 Local laws, Acts Regulations:

The contractor shall strictly adhere to all prevailing labour laws inclusive at contract labour (regulation and abolition act of 1970) and other safety regulations. The contractors should comply with the provision of all labour legislation including the latest requirements of 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) Workmen's compensation Act 1923 (Amended)
- iv) Contract labour regulation and abolition act 1970 and central rules 1971 (Amended)
- v) Apprentice act 1961 (amended)
- vii) Industrial employment (standing order) Act 1946 (Amended)
- viii) 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.
- xi) Prevailing Indian Electricity rules & act.

41.0 Accidents

The contractor shall immediately on occurrence of any accident at or about the site or in connection with the execution of the work report such accident to the architect/ consultant. The contractor shall also such report immediately to the competent authority whenever such report is required to be lodged by the law and take appropriate actions thereof.

Note: - 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.

42.0 SAFETY CODE

SAFETY MEASURES AT SITE:

1. All personnel at site should be provided with Helmets and Safety Boots with some Identification Mark. Visitors also should be provided with Helmets. It should be ensured that these are used properly.
2. First Aid Box should be kept at site with all requisite materials.
3. No one should be allowed to inspect / work at a height without Safety Belt.
4. Suitable scaffolds should be provided for workmen for all Works that cannot safely be done from the ground, or from solid construction except such short period Work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than $\frac{1}{4}$ to 1 ($\frac{1}{4}$ horizontal and 1 vertical).
5. Scaffolding or staging more than 3.5 meters above the ground or floors, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 Meter high above the floor or platform of such scaffolding or staging and extending along the entire

length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

6. Working platforms, Gangways, and Stairways should be so constructed that they do not sag unduly or unequally, and if the height of the platform or the Gangway or the Stairway is more than 3-5 Meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced, as described.
7. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 Meter.
8. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Meters in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder upto and including Meters in length. For longer ladders this width should be increased at least 6mm for each additional 30 cms. Uniform step spacing shall not exceed 30 cms.
9. Adequate precautions shall be taken to prevent danger from electrical equipment. For electrical on line works gloves, rubber mats, and rubber shoes shall be used.
10. All trenches 1.2 Meters or more in depth shall at all times be supplied with at least one ladder for each 30 Meters length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 Meter above the surface of the ground. The sides of the trenches, which are 1.5 Meters or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 Meters of the edge of the trench or half of the depth of the trench whichever is more cuttings shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.
11. Before any demolition work is commenced and also during the process of the work:-
 - a) All roads and open areas adjacent to the Work Site shall either be closed or suitably protected;
 - b) No electrical cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
 - c) All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or other part of the building shall be so over- loaded with debris or materials as to render it unsafe.
 - d) All necessary personal safety equipment as considered adequate by the Site Engineer should be kept available for the use of the persons employed on the Site and

maintained in a condition suitable for immediate use; and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.

- e) Workers employed on mixing Asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
- f) Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.
- g) Those engaged in welding works shall be provided with Welder's protective eye-shields.
- h) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- i) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals and boards to prevent accident to the Public.

12. Use of hoisting machines and tackle including their attachments, anchorage and support shall conform to the following standard or conditions:-

- a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repairs and in good working order.
- b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffold, winch or give signals to the operator.
- d) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means.
- e) Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- f) Motor, Gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances

should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced.

g) When workers are employed on electrical installation, which are already energized, insulating mats, wearing apparel such as gloves, rubber footwear etc.

Seal & Signature of Vendor

1.22 DRAWINGS TO BE FURNISHED BY BIDDER AFTER AWARD OF CONTRACT:

- i. The Contractor shall furnish the following drawings Award/Intent and obtain approval.
- ii. General arrangement and dimensioned layout 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.
- iii. Itemized bill of material for complete SV plant covering all the components and associated accessories.
- iv. Layout of solar Power Array.

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

QUALITY CERTIFICATION, STANDARDS AND TESTING FOR GRID-CONNECTED ROOFTOP SOLAR PV SYSTEMS/ POWER PLANTS

Quality certification and standards for grid-connected rooftop solar PV systems are essential for the implementation of this technology. Hence, all components of grid-connected rooftop solar PV system/ plant must conform to the relevant standards and certifications given below:

**(TOPCON, N-TYPE, BIFACIAL,
DUAL GLASS, MONO PERC
HALL-CUT MONO
CRYSTALLINE, 580+ watt
above), 12 YEAR PRODUCT
WARRANTY, 30 YEARS POWER
OUTPUT WARRANTY**

IEC 61215/ IS 14286	Design Qualification and Type Approval for Crystalline Silicon Terrestrial Photovoltaic (PV) Modules
IEC 61646 / Equivalent IS (Under Dev.)	Thin Film Terrestrial PV Modules
IEC 62108	Concentrator PV Modules & Assemblies
IEC 61701	Salt Mist Corrosion Testing of Photovoltaic (PV) Modules
IEC 61853- Part 1/ IS 16170: Part 1	Photovoltaic (PV) module performance testing and energy rating –: Irradiance and temperature performance measurements, and power rating
IEC 62716	Photovoltaic (PV) Modules – Ammonia (NH3) Corrosion Testing (As per the site condition like dairies, toilets)
IEC 61730-1,2	Photovoltaic (PV) Module Safety Qualification – Part 1: Requirements for Construction, Part 2: Requirements for Testing
Solar PV Inverters (5 Years warranty)	
IEC 62109-1, IEC 62109-2	Safety of power converters for use in photovoltaic power systems – Part 1: General requirements, and Safety of power converters for use in photovoltaic power systems; Part 2: Particular requirement for inverters. Safety compliance (Protection degree IP 65 for outdoor mounting, IP 54 for indoor mounting)
IEC/IS 61683 (as applicable)	Photovoltaic Systems – Power conditioners: Procedure for Measuring Efficiency (10%, 25%, 50%, 75% & 90-100% Loading Conditions)
IEC 62116/ UL 1741/ IEEE 1547 (as applicable)	Utility-interconnected Photovoltaic Inverters - Test Procedure of Is- landing Prevention Measures
IEC 60255-27	Measuring relays and protection equipment – Part 27: Product safety requirements
IEC 60068-2 / IEC 62093 (as applicable)	Environmental Testing of PV System – Power Conditioners and Inverters
Fuses	
IS/IEC 60947 (Part 1, 2 & 3), EN 50521	General safety requirements for connectors, switches, circuit breakers (AC/DC): a) Low-voltage Switchgear and Control-gear, Part 1: General rules b) Low-Voltage Switchgear and Control-gear, Part 2: Circuit Breakers c) Low-voltage switchgear and Control-gear, Part 3: Switches, disconnectors, switch-disconnectors and fuse-combination units d) EN 50521: Connectors for photovoltaic systems – Safety requirements and tests
IEC 60269-6	Low-voltage fuses - Part 6: Supplementary requirements for fuse-links for the protection of solar photovoltaic energy systems
Surge Arrestors	
BFC 17-102:2011	Lightening Protection Standard
IEC 60364-5-53/ IS 15086-5 (SPD)	Electrical installations of buildings - Part 5-53: Selection and erection of electrical equipment - Isolation, switching and control

IEC 61643-11:2011	Low-voltage surge protective devices - Part 11: Surge protective devices connected to low-voltage power systems – Requirements and test methods
Cables	
IEC 60227/IS 694, IEC 60502/IS 1554 (Part 1 & 2)/ IEC69947 (as applicable)	General test and measuring method for PVC (Polyvinyl chloride) insulated cables (for working voltages up to and including 1100 V, and UV resistant for outdoor installation)
BS EN 50618	Electric cables for photovoltaic systems
(BT(DE/NOT)258)	mainly for DC Cables
Earthing/ Lightning	
IEC 62561	Series (Chemical earthing) (as applicable)
IEC 62561-1	Lightning protection system components (LPSC) - Part 1: Requirements for connection components
IEC 62561-2	Lightning protection system components (LPSC) - Part 2: Requirements for conductors and earth electrodes
IEC 62561-7	Lightning protection system components (LPSC) - Part 7: Requirements for earthing enhancing compounds
Junction Boxes	
IEC 60529 IEC 529	Junction boxes and solar panel terminal boxes shall be of the thermoplastic type with IP 65 protection for outdoor use, and IP 54 protection for indoor use
Energy Meter	
IS 16444 or as specified by the DISCOMs	A.C. Static direct connected watt-hour Smart Meter Class 1 and 2— Specification (with Import & Export/Net energy measurements)
Solar PV Roof Mounting Structure	
IS 2062/IS 4759	Material for the structure mounting
IEC 62548	PV arrays – Design requirements

APPROVED MAKE

1	Solar PV modules (TOPCON, N-TYPE, BIFACIAL, DUAL GLASS, 580+ WATT PV PANEL,)	Adani/ Tata power/ Waaree/ Vikram Solar/ Renewsys/ or as approved by Bank's Official and equivalent MNRE ALMM approved only
2	Inverters:	Polycab/ Sungrow/ Growatt/ Waaree/Solis or as approved by Bank's Official and equivalent BIS approved and relevant IEC approved
3	AC/ DC cables	Havells/ Finolex/RR kable Equivalent
4	AC Distribution Board	Legrand/Schneider/ MDS/Hager or Equivalent BIS approved
5	DC Distribution Board	Legrand/Schneider/ MDS/ Hager or Equivalent BIS approved

6	LV Switchgear	ABB/L&T/Schneider/ MDS or Equivalent approved
7	String Combiner Box	Robotina/Trinity Touch/Hensel/Cape Electric, AKG or Equivalent BIS approved
8	Weather Monitoring station	Pyranometer: Kipp & Zonnen or Equivalent
9	Energy Meter	Secure/L&T/Schneider/ABB or Equivalent
11	Connectors	MC4/or Equivalent
12	Surge protection (spd)	MDS/ L&T/ Hager/ Schneider/ABB/Legrand/HPL or Equivalent
13	Solar Charge Controller	Morningstar/ Schneider/ Blue Sky/ Genasun/ Midnite Solar/ Outback Power/ Magnum Energy or Equivalent
<p>Important: Please Tick (/) the make of materials considered in the Tender.</p> <p>The vendor has to comply with all State & Central Government norms for choosing the make, supply and erection.</p>		

Note: -

1. The contractor should obtain prior approval from SBI before placing order for any specific materials. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.

Signature of contractor With Seal