NIT NO HYD/2025-26/010
DATE 13.08.2025



STATE BANK OF INDIA

TENDER DOCUMENT FOR

SUPPLY INSTALLATION TESTING AND COMMISSIONING OF SOLAR WATER HEATING SYSTEM FOR HOSTEL BLOCK AT SBILD WEST MARREDPALLY, SECUNDERABAD

THROUGH E-TENDERING PROCESS

The Assistant General Manager(P&E),
State Bank of India,
3rd Floor, Premises & Estate Dept,
Local Head Office,
Koti, Hyderabad.

NOTICE INVITING TENDER (NIT)

State Bank Of India, LHO Hyderabad invites online tenders for the following work in TWO BID SYSTEM from the empanelled/pre-qualified/approved contractors/manufactures of NREDCAP or TSREDCO or MNRE for the financial year 2024-25/ 2025-26 should possess valid digital signature for e tender only need to apply

1.	Name of the Work	Supply, installation, testing and commissioning of solar water heating system for Hostel block at State Bank India Learning and Development (SBILD), West Marredpally, Secunderabad.
2.	Estimated cost of work	SITC - ₹3,45,600.00 Plus GST as applicable Plus CAMC for 5 years
3.	Scope of Work	 SITC of Solar water heating system as per the BOQ. Comprehensive AMC of the above system for 5 years after the warranty period.
4.	Time for Completion of work	45 days from the date of issue of Work order
5.	Availability for download from the above web site	From 14.08.2025 to 28.08.2025
6.	Last date and time for submission of online e- tender at https://etender.sbi	03.09.2025 by 3.00 P.M.
7.	Earnest Money Deposit (EMD)	Rs.3,500.00/- all Drafts/BCs shall be in favour of "The Assistant General Manager(P&E), LHO Hyderabad, payable at Hyderabad. Note: EMD is exempted against submission of valid NSIC/MSME certificate under respective category
8.	Initial Security Deposit	2% of the Value of work including EMD
9.	Date, Time and Venue of Pre-Bid meeting	Pre-Bid meeting on 20.08.2025 at 11:30 AM at, Office of The Assistant General Manager (P&E), 3 rd floor, State Bank India ,Local Head Office , Bank's Street, Koti, Hyderabad.
10	Defects Liability Period/warranty	24 Months (Twenty four months)
	Comprehensive Annual Maintenance Contract	5 years comprehensive AMC after completion of the 24-months Defect Liability Period/warranty.
12	Total Security Deposit	5 % of contract value including initial security deposit.
	Additional Security Deposit	As per the Tender Clause.
14	Liquidated Damages	0.50% per week subject to max 5%of the value of work
15	Payments terms	i) No advance payment. ii) a. 70% payment after Supply of all materials at site,

		b. 25% payment after installation , testing & Commissioning of all AC units,c. 5% will be retained as security deposit, subject to
		deductions as applicable.
16 Working sche	edule	Since the work has to be carried out in existing premises so utmost precaution to be taken while executing work. The contractor can work round the o' clock on bank's holidays and on specific time during working days.
17 Insurance		The contractor shall obtain all necessary insurance policies as per the governing laws applicable at the center& shall require to produce the original policy of the policies & receipt of the premium as applicable in the matter to the SBI.
18 Water and El	ectricity	Water & Electricity shall be provided by the Bank at one point. However further distribution & extension & light fixture etc. With required MCB switches, switch boards, lamp, tube tec. Shall be arranged by the contractor at their own cost within the accepted tender amount.

¹⁾ SBI has the right to accept/reject any/all tenders without assigning any reasons.
2) For amendments/corrigendum if any, interested suppliers are requested to keep monitoring above portals as no separate publicity through news papers will be made.

Assistant General Manager(P&E)

ELIGIBILITY CRITERIA FOR PRE-QUALIFICATION

Contractors applying for pre-qualification must fulfill each of the following criteria individually as contractor/contracting firm. The applications of the contractors not fulfilling the said criteria shall not be considered for short listing /pre-qualification.

The applicant should have been in the field of execution of above works for at least last 7 (Seven) years as on 31.03.2025.

- I) The applicant should have a valid PAN of Income Tax Department
- II) The applicant should have a valid GST
- III) Copy of Empanelment with M/s MNRE/ M/s TSREDCO/ M/s NREDCAP for FY 2024-25/ 2025-26
- <u>IV)</u> The applicant shall be based at Hyderabad or shall have a branch office at Hyderabad.
- <u>V)</u> Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year (31-03-2018), should be at least 30% of the estimated cost i.e. at least Rs.1,03,680.00.
- <u>VI)</u> Experience of having successfully completed similar works during last 7 years ending last day of months previous to the one in which applications (31.03.2018) are invited should be either of the following:
 - (a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost. Should be at least Rs. 1,38,240.00 of each work.

Or

(b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost. Should be at least Rs. 1,72,800.00 of each work.

Or

(c) One similar completed work costing not less than the amount equal to 80% of the estimated cost. Should be at least Rs 2,76,480.00

<u>Definition of similar works:</u>, Bank buildings, institutional buildings, hostel buildings comprising of solar water heating systems from reputed clients which are acceptable to the SBI.

NOTE:-

- 1) Upload the following documents in the website
- 2) signed copy of entire tender document excluding price bid,
- 3) work order and completion certificates for 3 major works(Minimum value of the work should be Rs. 1,38,240.00
- 4) Annual turnover of last three years (upload the trading & profit and loss statement & Traces 26AS)
- 5) Proof of EMD
- 6) Copy of PAN No
- 7) Copy of GTS
- 8) Copy of Registration of Company/Memorandum of Articles/Association/Partnership dead
- 9) Copy of year of Establishment Failing to upload the above documents tender summarily rejected and price bid will not be considered.
- **10)** The bidder, who is the authorized representative and participating on behalf of company/Authorized Dealer should have a valid digital signature certificate (DSC) for this e-tender. The validity of the DSC should be at least 3 months.
- 11) The Tender documents found partly or fully modified/ altered/ corrected etc. shall stand summarily rejected.
- 12) The Contractor should obtain permission for work from the competent authority of the Branch before start of the work and also ensure that normal functioning of the Branch should not be disturbed.
- Any damage caused to the premises during execution of the work shall be recovered from the L1 contractor bill.
- 14) 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 and place.
- 15) Please refer tender documents for details on contents of this NIT. Tenderers are requested to go through the additional conditions with due care as the same are stipulated particularly for this project.
- 16) If Bidders feels, they may visit to the site to understand the site conditions before submitting their tender.

Yours faithfully,

Assistant General Manager(P&E).

APPLICATION FORMAT

SUPPLY INSTALLATION TESTING AND COMMISSIONING OF SOLAR WATER HEATING SYSTEM FOR HOSTEL BLOCK AT SBILD WEST MARREDPALLY, SECUNDERABAD.

SEC	UNDERADAD.	
PRO	FILE:	
1.	Name of the Contractor/Agency/Firm	
	Address	
	Phone No.	
	(a) Landline with STD code	
	(b) Mobile	
2.	(c) Email-ID	
	Year of establishment (please Upload	
3.	documentary evidence)	
	Status of the firm whether company/firm/	
	Proprietary.(Upload certified copies of	
4.	documents as evidence)	
5.	Name of Directors/Partners/Proprietor	
	Names & Bio-data of	
	Proprietor/Partners/Associates/Directors,	
	Details may be given in the Enclosed	
6.	format	(Annexure"A")
	Whether registered with the Registrar of	
	Companies/Registrar of firms. If so,	
	mention number and date. (Upload	
7.	certified copies of documents as evidence)	
8.	Name and address of Bankers	
· ·	GST registration No(Upload the copy of	
9.	the same)	
	Whether an assesses of Income Tax. If	
	so, mention PAN number. (Upload	
10.	copies of I.T. clearance certificate)	
	Whether registration/obtention of license	
	from Govt authorities e.g., Labour deptt,	
	ESIC, etc are in place (please upload	
12.	documentary evidence)	
	If, you are registered in the panel of other	
	organizations/statutory bodies such as	
	CPWD, PWD, MES, Banks etc., furnish	
	their Names, category and date of	
13.	registration	
	Detailed description of high value of	
14.	three works done during the last 7 years.	(Annexure "B")
		Upload trading & profit and loss
15.	Annual turnover for the last 3 years	statement and Traces 26AS
		ı

	Names and addresses of the persons	
	-	
	who will be in a position to certify about	
	the quality as well as performance of	
16.	your organization	
	Declaration regarding near relatives	
17.	working in the Bank	
		2022-23
	Income tax paid during last 3 years(Upload	2023-24
18.	certified copies of document as evidence)	2024-25
10.	Name & value of other works on	
	hand. Details may be given in the	
10	enclosed format	(Annorman "C")
19.		(Annexure "C").
20.	List of Technical Personnel employed	
21.	List of other Personnel employed	
21.	List of other rersonner employed	
22.	List of consultants engaged by the Firm	
	List of office equipment owned by	
23	the company	
	Latest Income Tax Clearance Certificate	
24.	to be enclosed	
25.	List of completion certificate etc. from the	
25.	clients: for completed / ongoing projects	
	Certified copies of the letter of intent for award of the work from	
26.	reputed private/multinational organizations/PSUs etc.	
۷٠.	organizations, roos etc.	
	Particulars of participation in	
27.	competitions and awards if any received	
	Whether the company has any time been	
	disqualified/ blacklisted/ delisted by any	
	other nationalized Bank or any Govt/	
28.	Semi.Govt .Organization, if yes give details	

ANNEXURE "A"

SUPPLY INSTALLATION TESTING AND COMMISSIONING OF SOLAR WATER HEATING SYSTEM FOR HOSTEL BLOCK AT SBILD WEST MARREDPALLY, SECUNDERABAD.

BIO-DATA OF THE PROPRIETORS/ PARTNERS / ASSOCIATES / DIRECTORS

(Use one sheet per official)

	(· · · · · · · · · · · · · · · · · · ·
1.	Name	•
2.	Date of Birth	:
3.	Professional Qualifications	:
4.	Professional Experience	:
5.	Professional Affiliation	:
6.	Associated with the firm since	:
7.	Membership in	•
8.	Details of Published papers in Magazine	•
9.	Details of cost effective methods/designs adopted in the projects	
10	Exposure to new materials/Techniques	•

Note: Please enclose relevant copies of documents.

Signature of the Applicant (with seal)

Date: Place:

ANNEXURE "B"

SUPPLY INSTALLATION TESTING AND COMMISSIONING OF SOLAR WATER HEATING SYSTEM FOR HOSTEL BLOCK AT SBILD WEST MARREDPALLY, SECUNDERABAD.

NAME AND VALUE OF MAJOR WORKS COMPLETED DURING THE LAST 7 YEARS

	Details of the works executed during 7 years (please mention only such works which qualifies for eligibility criteria)								
S 1. N o .	Name of Work /proj ect with addre ss	address and contact Nos. of - 2-persons	work order & completio n certificate from project in-	completio n	time of comple tion (Month s)	Actual amount of the project cost, if increased, give reasons		Re mar ks	

Notes:

1. Information has to be filled up specifically in this format only. Please do not write remark "As indicated in

Brochure /Attached Documents".

- 2. Date shall be reckoned as on 31.03.2025.
- 3. For certificates, the issuing authority shall not be less than an Executive Engineer or equivalent in charge of the relevant work /project.

Furnish the	names	of	three responsible	client	s/persons to	whom	the
highest value of three major works carried out by the applicant with address							
and telephor	and telephone number who will be a position to certify about the quality as well						
as past perfe	rmance	of you	ır organization.				
NAME	OF	THE	ORGANISATION	&	CONTACT	NUMBER	S
OFFICIA	Ն		ADDRESS				

Date:	Signature of the Applicant
	(with seal)

Place:

ANNEXURE "C"

SUPPLY INSTALLATION TESTING AND COMMISSIONING OF SOLAR WATER HEATING SYSTEM FOR HOSTEL BLOCK AT SBILD WEST MARREDPALLY, SECUNDERABAD

NAME & VALUE OF OTHER WORKS ON HAND

Sl	Name of work/project with address	Name & full postal address of the owner. Specify whether Govt. under taking along with name, address and contact Nos. of -2- persons (Engineers or top officials of the organization)	Contract amount (Rs.) with copy of Work Order from project in-charge	Stipulated time of completion (Months)	Present status of the project	Any other relevant information

N	01	t۵	C	٠
ΙN	•	L.C.	o	

1.	Information	has to	be filled	up	specifically	in	this	format	only.	Please	do	not	write
rei	nark "As ind	icated in	n Brocht	ıre /	enclosed do	cui	ment	s".					

Signature of	of the Applicant
(*	with seal)

Date:
Place:

FORM OF SUBMISSION OF TENDER

(To be filled by the tenderer)

The Assistant General Manager(P&E),
State Bank of India,
LHO,
•••••
Dear Sir/s,
Ref: TENDER FOR

I/We have examined the above tender and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by The Bank and I/We have inspected the site of works and have made me / us fully acquainted with the local conditions in and around the sites of works and offer to undertake Contract as detailed in this tender by submitting my/our online bids in the Bank's e-tender portal.

- 1. While submitting this Bid, I / We certify that:
- i) The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is uploaded along with the bid.
- ii) We certify that we have not made any changes in the contents of the tender document read with its amendments/clarifications provided by the Bank, submitted by us in our Bid document.
- iii) The rate quoted in the *price Bids are as per the tender* and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- 2. We agree to abide by all the Bid terms and conditions, contents of Agreement and the rates quoted in the bid, which shall remain binding upon us.
- 4. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.
- 5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 6. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, Bank will have the right to disqualify us from the Bid.
- 7. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.

- 8. We hereby undertake that our name does not appear in any "**Caution**" list of RBI / IBA or any other regulatory body.
- 9. We also confirm that we have not been **blacklisted** by any Bank / PSU / State or Central Govt departments for any reasons.
- 10. We confirm that we do not have any **litigation / cases** pending against us in any Bank / PSU / State or Central Govt departments.
- 11. We confirm that we are submitting bid on behalf of the OEM, and we are not submitting bid on behalf of another OEM for this tender.
- 12. We confirm that we are responsible to obtain all necessary licenses, permission, NOC from all the statutory /local authorities for the smooth execution of this contract in SBI premises.
- 13. We hereby confirm that all the components/spare parts/equipment etc. to be supplied /used as a part of this contract shall be original new components / parts / equipment only, from respective OEMs of the products and that no refurbished / duplicate / second hand components /parts/ equipment shall be supplied or shall be used
- 14. For any type of deviation (to any of above or subsequent instructions), it will be my/ our responsibility to obtain the written instruction of the Engineer-incharge for the same failing which it shall be deemed that I have carried out any such deviations at my own and I shall be duty bound to replace the all deviated material/ works from the site at my/ our cost as well as I shall be liable to penalized by the BANK as deemed fit and for all such loses made thereof, I/ we shall not have any right to arbitrate in any manner.

Yours Faithfully,	Signature of Witness:		
Contractor's Signature	1.		
Name:	_ 2.		
Address:	3.		
*************	****************		

*

FORM OF AGREEMENT

ARTICLES of AGREEMENT made this between	day	of year	2025	
(Hereinafter referred to as the unless excluded by or repugnant to t assigns) of the ONE PART and "Contractor" unless excluded by or successors and assigns) of the OTHER P.	he context, incl of repugnant to t	ludes its successor (Hereinafter referre	rs and d to as	
WHEREAS the Employer intends to carry	•	and shal	l herein	
after referred to as "Project".				
AND WHEREAS for the purpose of the sealed tenders from experienced, resourced, resourced, Hyderabad vide (Nodated	rceful and bonaits Notice	afide contractors th	nrough	
WHEREAS the contractor submitted his Online Tender containing Notice Inviting Tender, General Conditions of Contract, Special conditions, Bill of Quantities, Form of Agreement, Preferred makes of materials, Form of Submission of tender, Technical Specifications etc. for the above said project, (Hereinafter collectively referred to as the "said conditions"), digitally signed as a token of his acceptance of the same, along with requisite Cost of tender and Earnest Money Deposit.				
AND WHEREAS out of the Tenders refound to be most suitable for the project		ler of the contracto	or was	
AND WHEREAS the Employer through to order (Nodated) to the requisite Security Deposit.				
AND WHEREAS the Contractor has acceptance NO dt the Employer a sum of Rs Forms the requisite Securit Value of Rs	ar which with	nd has also deposite n the Earnest Mor	ed with ney of	
NOW, therefore, it is hereby agreed to an 1) Contract documents	_			
The following documents shall constitute	the Contract De	ocuments.		
I. This Article of Agreement. II. Tender Document submitted by the Const.I.T and Schedule of quantity.	ontractor includi	ng the "said conditi	ons",	
III. All correspondence between the Emp issue of N.I.T and the date of issue of wo IV. Work order Nodt	rk order.	ntractor from the da	ate of	

- 2) In consideration of the payments to be made to the Contractor as hereinafter provided the Contractor shall upon and subject to the said conditions, execute and complete the contracted project works and such further detailed drawings as may be furnished to the contractor by the said Employer and described in the said Specifications and the said Schedule of Quantities.
- 3) Notwithstanding what are stated in the N.I.T conditions of Tendering, Conditions of Contract of herein stated before, the Employer reserves itself the right of altering the nature of the work and addition to or omitting any items of work or of having portions of same carried out through another agency or otherwise and such alterations or variations shall be carried out without prejudice to this contract.
- 4) As mentioned above, the "said conditions" shall be read and be treated as forming part of this agreement and parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.
- 5) Any dispute arising under this agreement shall be referred to the Arbitration in a manner specified in the General Conditions of the Contract and all legal disputes shall be limited within the territorial jurisdiction of the Hyderabad thereto. The decision of the arbitration shall be final and binding on both the parties.
- 6) The Vendor / Contractor shall promptly notify SBI of any changes in the constitution of their firm. It shall be open to SBI to terminate the agreement on the death, retirement, insanity or insolvency of any person/s is being director/s or partner/s in the said company / firm, or on the addition or introduction of a new partner without the previous approval in writing of SBI. But in absence of and until its termination by SBI as aforesaid, this agreement shall continue to be of full force and effect notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its partners or the addition or introduction of any new partners. In case of retirement / death the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of the terms and conditions of the agreement.
- 7) The Contractor agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by The Contractor or breach of any obligations under this contract, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of the Contractor. The Contractor agrees to make good the loss suffered by the Bank.

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

Signed and delivered for and on behalf of Shri.

1.(Name and Address)	uthorized official, In the presend	ce of –
2.(Name and Address)		
Signed and delivered for and or	n behalf of	
The Contractorauthorized official, in the prese	by Shri ence of –	his duly
1.(Name and Address)		
2.(Name and Address)		

INSTRUCTION TO THE TENDERER

1.0 The work has to be carried out strictly according to the conditions stipulated in the tender

- 22 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.O.Q. &NIT
 - b) Additional Conditions & Approved make.
 - c) Technical Specifications
 - d) Special Condition of Contract
 - e) General Condition of Contract
 - f) Instructions to Tenders
- **23** 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 which 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 to 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 situations, 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.

5.0 Initial Security Deposit(ISD)

5.1 The ISD amount shall be 2% of the contract value. The successful tenderer will have to submit a sum equivalent to 2% of contract value less EMD (which shall be adjusted as part of ISD) by means of Demand Draft / Banker's Cheque in favor of The Assistant General Manger(P&E), **Payable at Hyderabad** within a period of **07 days** from the date of LOA.

6.0 Total Security Deposit(TSD)

6.1 Total Security Deposit shall be 5% of contract value. Out of this 2% of contract value is in form of initial security deposit which includes the EMD. The balance 3% shall be deducted from the final bill of the work by way of retention amount. The TSD would be paid to the contractors after the defects liability period as specified in the contract.

6.2 No interest shall be paid on the amount retained by the Bank as Security Deposit. (TSD/ ISD/ No interest shall be paid on the amount retained by the Bank as Security Deposit. (TSD/ ISD/ Retention Amount)Retention

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 15 days from the receipt of intimation of acceptance of his tender by the Bank. However, the written acceptance of the tender 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 respects in accordance with the terms of contract within a period as mentioned in NIT, from the date of handing over site or from the date of receipt of letter of acceptance whichever is later.

9.0 Validity of tender

Tenders shall remain valid and open for acceptance for a period (validity of offer) as mentioned in NIT. If the tenderer withdraws his / her offer during the validity period or makes modifications in his/her original offer which are not acceptable to the 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 as mentioned in NIT.

11.0 Rate and prices:

11.1 In case of item rate tender

- 11.1 The Tenderer shall quote their rates for individual items. In case of discrepancy between the rates quoted in words and figures the unit rate quoted in words will prevail. If no rate is quoted for a particular item the contractor shall not be paid for that item when it is executed. The amount of each item shall be calculated and the requisite total is given. In case of discrepancy between the unit rate and total amount calculated from multiplication of unit rate and the quantity, the unit rate quoted will govern and the amount will be corrected.
- 11.1.2_The Tenderers need not quote their rates for which no quantities have been given. In case the tenderer quote their rates for such items those will be ignored and will not be considered during execution.
- **11.1.3** 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 Tenderers 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 SBI/Bank.

- **11.1.4** Each page of the tender document shall be signed by the authorized person and cutting or overwriting shall be duly attested by him
- **11.1.5** The rate quoted shall be firm and shall include all costs, allowances, levies etc.

GENERAL CONDITIONS OF CONTRACT

INTERPRETATION

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

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

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

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

1.0 SCOPE OF WORK

The detailed scope of the work is given in the BOQ

2.0SITE AND ITS LOCATION

The proposed work is to be carried out at the site whose address is given in the NIT.

3.0 BID DOCUMENTS

- 3.1 The work has to be carried out strictly according to the conditions stipulated in Bid consisting the following documents and in the most workman like manner,
 - -NIT
 - General Conditions of Contract
 - Special conditions of Contract
 - Price Bid
- 3.2 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:
 - Price Bid
 - Special conditions of Contract
 - General Conditions of Contract
 - -NIT
- 3.3 Complete set of Bid documents can be downloaded from the Bank's website http://www.sbi.co.in under "SBI in the News" link "procurement news" and also at our e-pr0curement agency's portal https://etender.sbi during the period mentioned in the NIT.

4.0 BID PREPARATION:

- 4.1 The Bidder is advised to inspect the site and satisfy himself on his own responsibility and his own expenses all the following information and data which may be required for the purpose of preparation and submission of their bids:
- i) The location of indoor and outdoor units of the proposed solar water heating system
- ii) Required civil work like making opening in the wall,
- iii) Storage space for the new solar water heating system
- viii) Permissible working hours at the site
- ix) any other adverse conditions or hindrance to the installation
- x) traffic regulations, law & order situations in the area xii)
- 4.2 The Bidder will be fully responsible for considering the financial effect of any or all the above factors while submitting his Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

5.0 CLARIFICATION /AMENDMENTS AND CORRIGENDUM:

- 5.1 Bidder requiring any clarification of the bidding document may notify us in writing at the address/by e-mail given in the NIT within the date/time mentioned.
- 5.2. The clarifications to the queries received or amendments in the tender will be posted on the Bank's website and e-tender portal as a corrigendum/Addendum. No individual communication will be conveyed to the Bidders. The interested parties/Bidders are advised to check the above website regularly till the date of submission of Bid document and ensure that clarifications / amendments issued, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. Bank at its own discretion, may extend the deadline for submission of Bids

in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.

- 5.3 Depending upon the site conditions and the Bank's requirements, a pre-Bid meeting, if required, will be held on the date and time specified in the tender which may be attended by the interested Bidders or their representatives and get their queries clarified.
- 5.4. Bank reserves the right to amend, rescind or reissue the tender, at any time prior to the deadline for submission of Bids.
- 5.5. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the tender or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- 5.6. Queries received after the scheduled date and time will not be responded/acted upon.
- 5.7. Specifications' shall mean the specifications referred to in the tender and any modifications thereof as may time to time be furnished or approved by the Architects/ consultant/SBI.

6.0 EARNEST MONEY DEPOSIT (EMD):

- 6.1 The Bidder shall submit, as part of its Bid, an EMD as stipulated in the form of Demand Draft or Banker's Cheque in favour of ""The Assistant General Manager(P&E), LHO Hyderabad, Hyderabad" drawn on any Bank in India
- 6.2 EMD in any other form other than as specified above will not be accepted. **Bid** not accompanied by the EMD as above shall be rejected.
- 6.3 No interest will be paid on the EMD.
- 6.4 The EMD of the unsuccessful Bidder shall be refunded soon after the decision to award the contract is taken.
- 6.5 EMD of successful Bidder will be retained as a part of security deposit. EMD will be returned by the Bank.
- 6.6 The EMD shall stand absolutely forfeited:
 - a. If the finally selected bidder revokes his Bid at any time during the period when he is required to keep his Bid open for acceptance by the Bank.

(or

b. After the bid is accepted by Bank, the vendor fails to enter into a formal agreement with the Bank

(or)

c. The bidder fails to pay the initial security deposit as stipulated (or)

- d. The bidder fail to supply the solar water heating system or complete the works within the stipulated time.
- 6.7 If the tendering process is delayed for any reason, the Bank will insist on the revalidation of the DD and the bidder has to get it revalidated and submit again.

2.0 Additional Security Deposit:

In case L-1 bidder quotes abnormally low rates (i.e. 10% or more, below estimated project cost), the bank may ask such bidder to deposit additional security deposit (ASD) equivalent to difference of estimated cost vis-à-vis L-1 quoted amount for due fulfilment of contract. Such ASD could be in the form of FDR / Bank's guarantee in the Bank's name as per format approved by the Bank. On successful completion of work ASD will 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.

- 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 items in the specifications and description 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 word 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 in accordance with this contract and with the directions of and to the satisfaction of the Bank to be communicated through the Architect/ Consultant. The Architect/ Consultant at the directions of the Bank from time to time, issue further written instructions, detail directions and explanations which are hereafter collectively referred to as the Architect/ Consultant's instructions in regard to the variation or modification of the design, quality or

quantity of work or the addition or omission or submission of any work. Any discrepancy in the drawings or between the 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 thereof the removal and or re-execution of any work executed by him, the dismissal from the work of any person employed/ engaged thereupon.

5.0

(I) Letter of acceptance:

Within the validity period of the tender, the Bank shall issue a letter of acceptance either directly or through the Architect/ Consultant by registered post or otherwise depositing at the address 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 binding 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 Seven days thereof. He shall sign an agreement on a non-judicial stamp paper of appropriate value.

6.0 Ownership of Drawings& Specification:

All specifications, drawing (if any) and copies thereof furnished by the SBI are the properties of the SBI. They are not to be used on other work.

7.0 Detailed drawings and instructions:

The SBI shall furnish with reasonable promptness additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the contract document, true developments thereof and reasonably inferable there from. The work shall be executed in conformity therewith and the contractor will prepare a detailed program schedule including drawing indicating therein the date of start and completion of various activities on receipt of the work order and submit the same to the SBI. Copies of agreement Two copies of agreement

duly signed by both the parties (Bank & the Contractor) with the drawings shall prepared one each for both the parties. A photocopy of such agreement shall be kept by the Architects.

9.0 Liquidated damages:

If the contractor fails to maintain the required progress in terms of clause 30 of GCC 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 as per NIT.

10.0 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 of 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 shall be removed from the site immediately.

11.0 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 notice 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. 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 indemnity both the SBI any legal actions arising there from.

12.0 Setting outwork:

The contractor shall set out the work and shall be responsible for the true and perfect setting out the same and for the correctness of the positions, levels, dimensions, and alignment of all parts thereof and got 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 SBI the contractor shall be responsible for the same and shall at his own expenses rectify such error, if so, required to satisfaction of the SBI.

13.0 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 the 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 not 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 body's safety laws and building codes to prevent accidents or injuries to persons or property on about or adjacent to his place of works. The contractor shall make insurance covers as per clause 26.0 of GCC at his own cost. The policy will be taken in joint name of the contractor and the SBI and the original policy may be lodges with SBI.

14.0 Inspections of work:

The SBI 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 laying or from where they are obtained and the contractor shall give every facility to the SBI and their representatives necessary for inspection and examination and test of the materials and workmanship. Nonperson unless authorized by the SBI 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.

15.0 Assignment and subletting:

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

16.0 Quality of materials, workmanship & Test

nd All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with the SBI/Consultant's instruction and shall be subject from time to time to such test as the SBI/Consultant may direct at the place of manufacture or fabrication or on the site or in an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labour 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 a may be selected and required by the SBI/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 SBI/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 SBI/Consultant the contractor shall proceed with the procurement and installation of the particular material/ equipment. The approved samples shall be signed by the SBI/Consultant for the identification and shall be kept on record at site office until the completion of the work for inspection/ comparison at any time. The SBI/Consultant shall take responsibility 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, delay in furnishing samples of best qualities from various manufactures and such other aspects causing delay on the approval of the material/ equipment etc. shall be to the account of the contractor.

17.0 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 or 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.

18.0 Contractor's superintendence

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

I. 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 specifications or BOQ

II. Cost of test not provided for

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

a) If so intended by or provide 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 of 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.

19.0 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 subject to maximum variation of the contract value by 25%.** All the entire amount paid under Clause no. 20 & 21, hereof as well as amounts of prime cost and provisional sums, if any, shall be excluded.
- **II.** Variations exceeding 25% as above: The items of work executed in relation to variation exceeding 25% shall be paid on the basis of provisions of clause no. 22(e)hereof.

20.0 Works to be measured

The SBI/Consultant may from time to time intimate to the contractor that he requires the work to be measured and the contractor shall forthwith attend or send a qualified representative to assist the SBI/Consultant in taking such measurements and calculations 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/ Consultant shall take the joint measurements with the contractor's representative and the measurements shall be recorded. The measurements recorded by the representative of the SBI/Consultant shall be final. All authorized extra work; omissions and all variations made shall be included in such measurement.

21.0 Variations

No alteration, omission or variation ordered in writing by the SBI/ Consultant shall vitiate the contract. In case the SBI/Consultant thinks proper at any time during the progress of works to make any alteration in, or additions to or omissions from the works or any alteration in the kind or quality of the materials to be used therein, the SBI/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 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 SBI/Consultant and the value of such extras, alternations, additions or omissions shall in all cases be determined by the SBI/Consultant and the same shall be added to or deducted from the contract value, as the case may be.

22.0 Valuation of variations:

No claim for an extra shall be allowed unless it shall have been executed under the authority of the SBI/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.

- The net rates or prices in the contract shall be 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.
- Rates for all items, wherever possible should be derived out of the rates given in the priced BOQ
- b) The net price 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.
- Where the extra works are not of similar character and/ or executed under similar conditions are 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 SBI /Consultant shall fix such rate or prices as in the circumstances in his opinion are reasonable and proper, based on the market rate.
- 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 wedges 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 SBIIMS/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 equipments and wastage etc. plus 15% toward establishment charges, contractor's overheads and profits. Such items shall not be eligible for PVA.

23.0 Final measurements:

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

24.0 Virtual Completion Certificate (VCC)

On successful completion of the entire works covered by the contract to the full satisfaction of the SBI, the contractor shall ensure that the following works has been completed to 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 construction of other items and things whatsoever brought upon or erected at the site or

- any land allotted to the contractor by the SBI and not incorporated in the permanent works.
- c) Remove all rubbish, debris etc. from the site and the land allotted to the contactor by 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 allotted by the SBI.
- e) The contractor shall hand over the work in a peaceful manner to the SBI. All defects/ imperfection have been attended and rectified as pointed out by the SBI to the full satisfaction of the SBI. Upon the satisfactory fulfillment by the contractor as stated above, the contractor shall be entitled to apply to the Architect/Consultant is satisfied of the completion of the 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 virtual completion certificate, issue a VCC in respect of the work for which the VCC has been applied.
 - f) This issuance of a VCC shall be without prejudice to the SBI's rights and contractor' liabilities under the contract including the contractor's liability for defect liability period nor shall the issuance of VCC in respect of the works or work at any site be construed as a waiver of any right or claim of the SBI against the contractor in respect of works or works at the site and in respect of which the VCC has been issued.

25.0 Work by other agencies:

The SBI Consultant reserve 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. Such work shall be carried out in such manner as not to impede the progress of the works included in the contract.

26.0 Insurance of works:

26.1 Without limiting his obligations and responsibilities under the contract the contractor shall insure the joint names of the SBI and the contractor against all loss or damages from whatsoever cause arising other then 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 in clause 8 of Instruction to the Tenderers and are also covered

during the commencement of the period of maintenance and for any 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 course of any operations carried out by him for the purpose of complying with his obligations under clause.

- a) The work 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 work 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.

26.2 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 there of.
- b) The right of SBI to execute the works or any part thereof, 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 damages to persons or properties 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 claim, 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.

26.3 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 of this sub-clause 26.2

26.4 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.

26.5 Third party Insurance 26.5.1

Before commencing the execution of the work the contractor but without limiting his obligations and responsibilities under clause 26.0 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 proviso to clause 26.0 thereof.

26.5.2 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.

26.6 The minimum insurance cover for physical property, injury, and death is **Rs. 10 lacks per occurrence with the number of occurrence limited to four**. After each occurrence contractor will pay additional premium necessary to make insurance valid for four occurrences always.

26.7 Accident or Injury to workman: 26.7.1

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 workman or other person in the employment of the contractor or any subcontractor, save and except an accident or injury resulting from any actor default of the SBI or their agents, or employees. The contractor shall fully indemnify and keep indemnified the SBI against all such damages and compensations, save and except as aforesaid and against all claims proceedings, costs, charges and expenses whatsoever in respect thereof or in relation there to.

26.7.2 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 payments of the current premium. Provided always that, in respect of any persons employed by any sub-contractor, the contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub contractor shall have insured against the liability in respect of such persons in such manner that 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.

26.7.3 Remedy on Contractor's failure to insure:

If the contractor fails to effect and keep in force the insurance to above 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.

26.7.4

Without prejudice to the other rights of the SBI against the contractor, 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 contractor 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 good destroyed or damaged.

27.0 Commencement of Works:

The date of commencement of the work will be reckoned as the date of handing over site or fifteen days from the date of issue of letter of acceptance of the tender by the SBI whichever is later.

28.0 Time of completion:

Time is essence of the contract and shall be strictly observed by the contractor. The entire work shall be completed within a period as mentioned in NIT 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.

29.0 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 for contract. If the contractor needs an extension of the time for completion of the 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 reasons in detail and his justification if any, 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 of extended times, 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 SBI, the provision of liquidated damages as stated under clause 9 of GCC shall become

applicable. Further the correct shall remain in force even for the period beyond the due date of completion irrespective whether the extension is granted or not.

30.0 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 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 of the Architect/Consultant too slow to ensure the completion of the whole of the work by 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 will he be entitled to raise any claims arising out of such directions.

31.0 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 from the SBI/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 work being technically required/continued with the prior approval of the SBI/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.

32.0 No compensation for restrictions of work:

If at any time after acceptance of the tender SBI shall deduct 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 SBI/Architect/Consultant shall give notice in writing to that effect to the contactor and the contactor shall

act accordingly. In the matter the contactor 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 consequences of the foreclosure of the whole or part of the work. Provided that the contactor shall be paid the charges on the cartage only of materials actually and bona fide brought to the site of the work by the contactor and rendered surplus as a result of the abandonment, curtailment of the work or any position thereof & taken back by the contactor, provided however that the Architect/ Consultant/ SBI shall have in such cases the opinion of taking over all or any such material at their purchase price or at local current rate whichever is less. "In case of such stores having been issued form SBI stores and returned by the contactor to stores, credits shall be given to him at the less rate not exceeding those at which were originally issued to the contactor after taking into consideration and deduction for claims on account of any deterioration or damage while in custody of the contactor and in this respect the decision of the Architect/Consultant shall be final.

33.0 Suspension of work:

- 1) The contactor shall, on receipt of the order in writing of the SBI/Architect/Consultant (whose decision shall be final and binding on the contractor) suspend the progress of work or any part thereof for such time and in such manner as the SBI/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 the 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 contactor or
 - c) The contactor shall during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Architect/Consultant
 - d) If the suspension is ordered for reasons (b) and (c) in sub-Para (i) above: The contactor 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

34.0 Action when the whole security deposit is forfeited

In any case in which under any clause or clauses of this contract, the contactor shall have rendered himself liable to pay compensation amounting to the whole of his security deposit the SBI/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.

- To rescind the contact (of which rescission notice in writing to the contactor a) by the Architect/Consultant shall be conclusive evidence) and in which case the security deposit of the contactor 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 any part of the work, debiting the contactor with the cost of the labour and materials (the cost of such labour and materials as worked out by the Architect/Consultant shall be 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 rates as if it had been carried out by the contractor under the terms of this contract, the certificate of the Architect/Consultant as to the value of work done shall be final and conclusive against the contractor.
- To measure up the work of the contractor, and to take such part thereof as shall be 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 (of the amount of which excess the certificates in writing of the Architect/ Consultant shall be final and conclusive) shall be borne by original contractor and may be deducted from any money due to him by the 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 d) shall have no claim for 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 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.

35.0 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 give security therefore if so required by the Architect/Consultant. Or if Signature of the Contractor Page 37 of 52 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 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 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 SBI/Consultant that the said materials were condemned and rejected by the SBI/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 to the SBI's or the SBI/Consultant's instructions to the contrary subject any part of the contract. Then and in any of said cases the SBI and or the SBI/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 power the SBI or the SBI/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 SBI/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 was 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 as soon thereafter as convenient the SBI or the SBI/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 released by such auction. The contractor shall have no right to question any of the acts of the SBI incidental to the sale of the materials etc

36.0 Certificate of payment:

The contractor shall be entitled for payments under the certificates to be issued by the SBI/Consultant to the contractor, within 15 working days from the date of receipt of certificate to the payment from SBI from time to time. The SBI shall recover the statutory recoveries other dues including the retention amount from the certificates of payments Provided always that the issue of any certificate by the SBI/Consultant during the progress of works or completion shall not have effect as certificate of satisfaction or relieve the contractor from his liability under clause.

The SBI/Consultant shall have power to withhold the certificate if the work or any part thereof is not carried out to their satisfaction.

The SBI/Consultant may by any certificate, make any corrections required in previous certificate.

The SBI shall modify the certificate of payments as issued by the SBI/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 contractor shall not submit interim bills when the approximate value of work done by him is less than as mentioned in NIT and the minimum interval between two such bills shall be as mentioned in NIT. The final bill may be submitted by the contractor within a period of one month from the date of virtual completion and the SBI / Consultant shall issue the certificate of Signature of the Contractor

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payment within a period of one months from the date of submission of bill to SBI. The SBI shall pay the amount within a period of one months from the date of issue of certificate provided there is no dispute in respect of rates and quantities etc.

37.0 SETTLEMENT OF DISPUTES ANDARBITRATION:

Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship 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, instruction, orders or these conditions or otherwise concerning the work or the execution or failure to 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. The contractor shall be deemed to have waived and extinguished all his rights in respect of any claim not notified To AGM, in writing in the manner and within the time Aforesaid. AGM 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 AGM submit his claims to the conciliating authority namely the Circle Development Officer, SBI, Local Head Office, Hyderabad for conciliation along with all detail and copies of correspondence exchanged between him and the AGM.

- i) 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 **Chief General Manager**, State Bank of India, **LHO**, Hyderabad 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.
- ii) 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 AGM 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 as arbitrator. The conciliation and arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or reenactment thereof and the rules made there under. It is also a term of this 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 this 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 arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of 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.

38.0 Power Supply:

The contractor the contractor shall make his own arrangement 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 include in his tender prices. He shall pay all fees and charges required for 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 approvals 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 the SBI and shall be handed over to the bank immediately.

40.0 Method of measurements:

Unless otherwise mentioned in the schedule of quantities or in mode of measurement or elsewhere in these documents the measurement will be on the net quantities or work produced in accordance with up to date as per rules laid down by the Bureau of Indian Standards. In the event any dispute/disagreement the decision of the SBI/Consultant shall be final and binding on the contractor.

41.0 Maintenance of registers:

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

42.0 Force Majeure:

- **42.1** Neither contractor nor SBI shall be considered in default in performance of their obligations if such performance is prevented or delayed by events such as but not to war, hostilities revolution, riots, civil commotion, strikes, lockout, conflagrations, epidemics, accidents, fire, storm, floods, droughts, earthquakes or ordinances or any act of god or for any other cause beyond the reasonable control of the party affected or prevented 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 clause of force majeure has been removed the party whose ability to 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 cause it and inability resulting there from having been removed, the agreed time of

completion of the respective obligations under this agreement shall stand extended by a period equal to the period of delay occasioned by such events.

42. Should one or both parties be prevented from fulfilling the contractual obligations by a state of force major lasting to a period of 6 months or more 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 of contract Labour (regulation and abolition act of 1970) and other safety regulation. The contractor shall comply with the provision of all Labour legislation including the latest requirements of all the Acts, Laws, and 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 1963 and any other modifications
- viii) Employees' provident fund and miscellaneous provisions Act 1952 and amendm
- ix) Shop and establishment Act
- x)Any other act or enactment relating thereto and rules framed there under from time to time.

44.0 Accidents:

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

General Safety Codes: SAFETY CODES

- 1. First aid appliances including adequate supply of sterilized dressing and cotton wool shall be kept in a readily accessible place.
- 2 An injured shall be taken to a Public Hospital without loss of time, in cases where the injury necessitates hospitalization.
- 3. Suitable and strong scaffolds should be provided for workman for all works that cannot safely be done from the ground.
- 4. No portable single ladder shall be over 8meters in length. The width

- between the side rails shall not be less than 30cms. Clear. And the distance between two adjacent rungs shall not be more than 30cms. When a ladder is used an extra majdoor shall be engaged for holding ladder.
- 5. The excavated material shall not be placed within 1.5meters of the edge of the trench or half of the depth of trenches whichever is more. All trenches and excavation shall be provided with necessary fencing and lighting.
- 6. Every opening in the floor of a building or in a working platform is 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. Nofloor,rooforotherpartofthestructureshallbesooverloadedwithdebrisor materials as to render it unsafe.
- 8. Workers employed on mixing & handling material such as asphalt, cement mortar or concrete & lime mortar shall be provided with protective footwear & rubber hand-gloves.
- 9. Those engaged in welding work shall be provided with welder's protective eye- shields and gloves.
- 10. (i) No paint containing lead or lead products shall be used except in the form of paste and ready made 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 the adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of works.
- 12 Hoisting machine and tackle used in the works, including their attachments, anchors and supports shall be in perfect condition.
- 13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength free from defect.

SCAFFOLDS(Scope of bidder only)

- i) Suitable double type steel H frame scaffolds or suitable alternative arrangements shall be provided for workmen for all works that cannot be done safety from the ground, or from solid construction except in the case of short duration work which can be done safety from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and a maximum rise of 300mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than ½ to 1(1/4 horizontal and 1 vertical).
- ii) Scaffolding or staging more than 4 m above the ground floor, swung or suspended from an overhead support or erected with a stationary support shall have a guard rail properly bolted, braced or otherwise secured, at least 1 m 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 so as to prevent it from swaying from the building or structure.

- iii) Moving or Suspended type scaffolding specifications: Instead of Double type H frame steel scaffolding, if any Contractor desires to use suspended type of scaffolding or any other type of arrangement, they may do so but it should be supported by the full specifications, methodology and other relevant details in order to study and approve the same by the Consultant. No such arrangement of scaffolding will be altered unless the same is approved by the Consultant/ Bank.
- iv) Working platforms, gangways and stairways shall be so constructed that they do not sag unduly or unequally and if the height of the platform, gangway or stairway is more than 4 m above ground level or floor level, they shall be closely boarded and shall have adequate width and be suitably fenced as described in (ii) above. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1m. Wherever there are open excavations in ground, they shall be fenced off by suitable railing and danger signals installed at night so as prevent persons slipping into the excavations.
- VI) Safe means of access shall be provided to all working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m in length while the width between side rails in rung ladder shall in no case, be less than 290mm or for ladder up to and including 3m in length. For longer ladders the width shall be increases at least 20mm for each additional meter of length.

1.GOODS & SERVICE TAX & PRICE VARIATION ADJUSTMENT(PVA): Goods & Service Tax will be paid Extra, as per actual applicable to workscontract.

Rates Quoted by the bidder shall be inclusive of all cost towards men, labour, supervision, materials, transportation, tools, equipment, water, electricity, taxes, insurances, arrangements, temporary works, over heads, collection & carting away & final disposal of rubbish & debris, regular cleaning of site **except GST**. GST shall be paid as per bank norms. The rates quoted by the bidder shall remain firm throughout the contract / construction period. PVA & PVA Clause mentioned elsewhere in these documents shall not be admissible & applicable.

2. RATES:

It may be noted that it is an item rate contract. Rates accepted by the bank shall be for all levels/height and lead unless otherwise specified in the schedule of quantities and shall be inclusive of all man, labour, supervision, materials, tools, equipment, water, electricity, taxes, insurances, arrangements,

temporary works, over heads, collection & carting away & final disposal of rubbish & debris, regular cleaning of site etc. required to complete the works in all respect to the satisfaction of the SBI/ Bank and nothing additional or extra shall be paid on these accounts and / or on account of variation in rates / taxes and / or imposition of new tax / levy during currency of contract / work, except for the items, taxes, works etc. for which there is a specific mention for additional payment in these tender documents. The rates shall remain firm throughout the contract period. PVA shall not be admissible.

5. INSURANCE:

The contractor shall be required to take insurance policy under workman compensation acts compulsorily. For rest of the policies relating to insurance, it will be the discretion of the contractor whether to take or not. However the contractor shall keep the Bank/SBI indemnify from all the claims arising out of damage to person & property and the SBI shall have right to recover the cost of such damages /claim from any amount due to the contractor. If the claim amount exceeds the amount due to be paid to the contractor, the contractor shall immediately pay such excess amount to the Bank. Decision of the Bank regarding determination of the amount of claim/damage shall be final & binding to the contractor.

TECHNICAL SPECIFICATIONS

SCOPEGENERAL REQUIREMENTS

TECHNICAL SPECIFICATIONS FOR SOLAR WATER HEATERS (ETC)

Minimum Technical Requirements laid down by MNRE for ensuring quality aspects of Solar Water Heating Systems being installed in Field

<u>Technical Information for ETC TYPE Solar HOT WATER system of 500LPD @ 60 deg. C.X</u> <u>4 No's, two systems to be connected in series</u>

	0 1 0 1 1 1 50					
Evacuated	Outer Pipe diameter 58mm.					
Tubes	Glass thickness 1.5mm					
	Pipe length 2.1m					
	Material hard borosilicate glass 3.3					
	Absorptive coating AL/N/AL					
	Absorptive coefficient >90%					
	Emission coefficient <10%					
	Stagnation temperature >200 °C					
	Vacuum P<5X10 ⁻² Pa					
	No. of tubes: 35 No's					
Stand	Mild steel of 35X35X3 mm angle with weather proof painting dismantle type					
Angle of frame	33 degrees					
Tailstock	ABS plastic material					
Daily Efficiency	>50%					
Heat Loss	10W/m2.k					
Electric heater	2No's of 2000W with thermostat control					
Outer shell of	Pre quoted G I sheet.					
tank	<u> </u>					
Insulating layer	Foaming polyurethane, thickness: 60mm-70mm, Thermal transfer rate:					
	<u>0.022w/m.k.</u>					
Inner tank	Galvanised Iron 2.0mm thick with etch paint as base and two coats of					
	marine grade epoxy coating.both inside and outside					
	Inlet and outlet – 11/4" 'threaded coupling' of BSP standard					
	Provision for electrical backup : 11/4" 'threaded coupling' of BSP					
	standard 4 no's, 2 No's on either side of tank.					
Sealing rubber						
	110 Methyl silicone rubber with Vinyl.					
Dustproof rubber	<u>EPDM</u>					
Temperature	Sealing / washers between the pipes and tank should withstand					
tolerance of washers	temperatures of 1500C.					
Washichs	Signature of the Contractor					

Systems connection	Two no's 500 LPD systems to be connected in series with i) 11/4" Non return valves of Zolotto/ HB make ii) 2 No's Ball valves of Zolotto/ HB make one in out let and one in outlet iii) CPVC pipelines SDR11 grade to be connected of 11/4" size for series connections, 3/4" for airvent with proper GI pipe support from roof and civil works.					
Civil works	rt legs and air vent pipes to be grouted with cement concrete mixture of					
	300mmX300mmX300 mm size.					

TERMS & CONDITIONS TO THE CAMC SERVICE PROVIDERS:

- 1. **Guarantee/Warranty**: The Solar water heating systems supplied by you against this order shall be warranted against any manufacturing defects for a period of 24 months from date of installation. You shall be liable to rectify any defects that may be found in the material or due to faulty design or replace unsound material free of cost. The scope of work including 12 services in a year to clean solar water heating panels and attend the complains if any with in 24 hours with free of cost.
- 2. The CAMC should be 5 years for all the 5 year the value of CAMC is flat rate only and CAMC will starts after completion of 2 years warranty period.
- 3. The amount of CAMC will be paid on quarterly basis after successful completion the satisfactory service during the quarter of service
- 4. The CAMC charges per system per year plus GST extra will be paid after warranty period of 2 years with twelve services in a year apart from any number of breakdown calls with a response period of 3 hours on receipt of complaint and faulty will be rectified within 24 hours.
- 5. Failure to repair/service the equipment in question within 24 hours without justifiable reason or to return the repaired part of the system within two days at the maximum may entitle proportionate deduction in the bill in respect quarter bill.
- 6. CAMC including painting of complete structure used in SWH system shall be done once in every year at no extra cost.
- 7. CAMC including De-Scaling of complete SWH system shall be carried once in every year.

- 8. Any spare parts such as Air release valve, Rubber washer, Temperature gauges and any such minor spare shall be replaced by vendor at no extra cost
- 9. CAMC is not including the replacement of water heaters, motors and electrical components in the water heater panel. Same will be purchased by the Bank and the bidders has to installed/ fixed by his cost.
- 10. CAMC includes 12 services in a year to clean solar water heating panels. This Service will include Professional Cleaning & Application of Dust Resistant Antistatic Chemical to prevent dust on the Solar Water Heater Panel absorb more Heat.
- 11. If the work is found unsatisfactory or if the firm dis-honours the contract ,the job will be entrusted to any other firm /party at the risk/expense of the contractor.
- 12. At the time of installation of solar water heating systems(SWH) related civil works like plastering, finishing, removal of debris /waste material, making supports of SWH and any other work as required by site conditions etc. to be done by the contractors without any extra cost.
- 13. All repairs and patch works shall be neatly carried out to match with the original finish
- 14. All the debris due to the installation of SWH shall be cleared every now and then and site shall be kept clean by the supplier at all times.
- 15. The supplier shall be invariably submit the detailed technical literature/brochure etc. along with general and mandatory documents .
- 16. The SBI reserves the right summarily to terminate the contract at any time without assigning any reason. In this connection, the decision of the SBI shall be final and binding on the contractor.

s1	Details of the Items	Makes		
	Details of the Items	wakes		
1.	Flat plate Collectors	As approved by MNRE. Submit the		
		test ceerificates		
2.	GI Sheet	Sail/TATA/ Jindal		
3.	Power Cable FRLS	Havells / KEI / Finolex / Polycab.		
4.	Gaskets	Neoprene rubber		
5.	Adhesives	Fevicol / Superlon		
6.	Vibration Isolator	Resistoflex/Dunlop		
7.	Steel Conduit	BEC / AKG / PRECISION / ATUL		
8.	PVC Conduit	Sudhakar/ BEC / AKG / PRECISION / ATUL		
9.		Polycab/ Finolex// Havells / Skytone /		
		, , , , , , , , , , , , , , , , , , , ,		
	FRLS Wires/Cables	Ecko / KET / Findex / Delton		
10.	Modular Type Switches and	Clipsal / Legrand / Anchor / Crabtree		
	Modular Type Switches and Socket Outlet - 6/16 A	(Havell's) / Wipro / MK.		
11.	Socket Guilet 6/10/1	Clipsal / Legrand / Anchor / WI PRO		
	Step Type Electronic	0115011 / 208201101 / 111201101 / 1112110		
	Regulators			
12.		Legrand / Siemens / GE / ABB		
	Single Phase Industrial Type			
	Socket Outlet			
	LT Panel / M.V. Cubicles	L&T/Siemens/Scheneider/Tricolite/		
	Boards	Milestone / Madhu Electrical/Advance		
1 /	Air Circuit Breaker	Control/CPRI approved		
14.	Air Circuit Breaker	Siemens / ABB / Schneider (M&G) / L&T		
15	MCB, MCB DB (Pre-wired	ABB / Legrand / Siemens		
	type)	libb / Begrana / Siemens		
	MCCB	Siemens / ABB / Schneider (M&G) /		
		L&T (DSIN) / SENTRON		
17.	Protection Relays	L&T/Areva/ABB/Siemens		
	Fuse Disconnector Switch/ SFU/Fuse	L&T/Siemens/ABB		
19.	Ammeters, Voltmeters, CT's	Enercon / AE / IMP		
20.	Thimbles / Lugs	Dowells / Jainsons		
21	Cables Gland	Comet / NMI / Jainsons		
41.	M.S. Cable Tray	Stelco / Steelways / Slotco / Pilco /		
	3			
22.	· ·	Patny		
22.23.	PVC Insulated PVC Sheathed	Polycab/ Havells/ Finolex/Skytone /		
22.23.	· ·			

25.		Reputed (As per IS and subject to approval from Bank			
26.	Pipes	Jindal Hissar / Tata / BST			
27.	Armoured cables	CCI / UNIVERSAL / NICCO / FINOLEX / GLOWSTAR / OMEGA			
28.	KWH meter	BHEL / SIMCO / India Meter			
29.	GI pipes / MS pipe	Jindal / GST / Tata / Zenith			
	Meter Boards / MV panels / MCC	CPRI tested Manufacturers			
31.	Current Transforemer	KALPA/KAPPA/ Automatic Electric			
32.	INDICATING LAMPS	L &T/ Siemens/Technique/ ESBEE			
	AUTO/MANUAL SELECTOR SWITCH	Salzer-L&T/ Kaycee			
	CT SHORT CIRCUITING TERMINALS	ELMEX			
35.	DIGITAL LOAD MANAGER	CONZERV			
36.	HOOTER	VPRO			
	TIMERS/ AUXILARY CONTACTORS	SCHNEIDER/L&T/ ABB			

Important: Please Tick (/) the make of materials considered in the Tender. Any other material not specified above should be used after approval of the same by the Bank.

BOQ for Supply , installation and commissioning of 2,000 (500LPDX4 No's) LPD capacity ETC Model at 60 'C Solar water heating systems non pressurized type

S.No.	Description of work	Qty	Units	Unit Rate(Rs)	Total Amount(Rs)
1	Supply, installation, testing and commissioning of 500LPD X 4 No's capacity ETC Model at 60 'C Solar water heating systems consisting of 35 No's ETC tubes with G I epoxy coated insulated storage tank, support stands for both collectors and storage tank. Accessories i.e., NRV, CPVC ball valves air vent, Internal pipeline. The scope of work including transportation charges, lifting, scaffolding, etc.	1	No.		
2	Electrical backup with thermostat control 2 KW	8	Nos		
3	Buy back of existing system (1500 LPD with storage tank)	(-)1	No		
	,	'		Sub Total	
4.0	COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR 500LPD X4Nos capacity ETC model after completion of 2 years warranty period.				
4.1	Comprehensive Annual Maintenance Contract for 1st year which starts after expiry of 2 years warranty period	Job	1		
4.2	Comprehensive annual Maintenance contract for 2nd year	Job	1		
4.3	Comprehensive annual Maintenance contract for 3rd year	Job	1		
4.4	Comprehensive annual Maintenance contract for 4th year	Job	1		
4.5	Comprehensive annual Maintenance contract for 5th year	Job	1		
	Total CAMC		•		
	GRAND TOTAL				

GST EXTRA