



SUPPORT SERVICES DEPARTMENT, MAINTENANCE DIVISION, CENTRAL OFFICE, MUMBAI

**REQUEST FOR PROPOSAL FOR SUPPLY, INSTALLATION, TESTING,
COMMISSIONING (SITC) AND MAINTENANCE OF 12 KWp SOLAR POWER ON
GRID PV TECHNOLOGY SYSTEM AT UNION BANK BHAVAN, MUMBAI**

VOLUME-I

**- PRE-QUALIFICATION CUM ELIGIBILITY CRITERIA
GENERAL TERMS AND CONDITIONS
- TECHNICAL SPECIFICATIONS**

&

VOLUME-II - PRICE BID

**OWNER:
UNION BANK OF INDIA,
Union Bank Bhavan,
7th Floor, Support Services Department,
239, Vidhan Bhavan Marg,
Central Office, Mumbai - 400 021**

SCHEDULE OF EVENTS

1.	Bid document availability	Bid document can be downloaded from Bank's website www.unionbankofindia.co.in & govt. portal www.eprocure.gov.in from 10.00 am on 19.07.2021 till 1.00 pm on 09.08.2021
2.	Last date for requesting clarification	Date: 26.07.2021 till 5.00 Pm (All communications regarding queries / clarification pertaining to the BID shall be given in writing by e-mail to rajeshnagrare@unionbankofindia.com)
3.	Pre-bid meeting	Date: 28.07.2021 Time 3.00 Pm
4.	Clarifications to queries raised at pre-bid meeting to be provided	Date: 30.07.2021 Time 4.00 Pm
5.	Last date of submission of BID	Date: 09.08.2021 Time 3.00 Pm
6.	Date and time of opening of BID	The BID will be submitted on or before 09.08.2021 till 3.00 pm and the date & time of opening of technical bids is 09.08.2021 at 3.30pm. Authorized representatives of bidders are advised to be present during opening of pre-qualification cum technical bids. <i>The price bids will be opened in the presence of bidders/representative at later date, which will be duly intimated to pre-qualified bidders.</i>
7.	Address for Communication and submission of BID.	The Assistant General Manager, Union Bank of India, Union Bank Bhavan, 7 th Floor, Support Services Department, 239 Vidhan Bhavan Marg, Nariman Point, Mumbai- 400 021 and the sealed RFP to be dropped in tender box kept on 7 th floor.
8.	Telephone No.	(022)- 22892576
9.	Estimated Cost of the work:	Rs.5.75 Lakhs (Excluding GST & Non Comprehensive Maintenance cost)
10.	BID Document Cost	Nil.
11.	Bid Security /Earnest Money Deposit	Bid Security Declaration as per Annexure-I
12.	Bidder Submissions:	Bidders has to submit the following documents along with the BID document to participate in the BID process AND qualify in the PQ criteria's mentioned: - <ol style="list-style-type: none"> 1. Name of Company 2. Contact Person 3. Mailing Address with Pin Code 4. Telephone No., Mobile No., E-mail 5. Company Registration No. (for Private / Limited Firm) & Bombay Shop Act License (for proprietorship firm) 6. GST/Pan No. 7. Past performance.

DISCLAIMER

The information contained in this BID document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/email by or on behalf of Union Bank of India, is subject to the terms and conditions set out in this BID document and all other terms and conditions subject to which such information is provided.

This BID document is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this BID is to provide the Bidder(s) with information to assist the formulation of their proposals. This BID does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this BID and where necessary obtain independent advices / clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this BID. No contractual obligation whatsoever shall arise from the BID process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this BID or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the BID and any assessment, assumption, statement or information contained therein or deemed to form part of this BID or arising in any way for participation in this Bid stage.

The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this BID.

The issue of this BID does not imply that the Bank is bound to select a Bidder or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery, fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and 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 in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding process.

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ABBREVIATIONS

AMC- ANNUAL MAINTENANCE CONTRACT
PBG – PERFORMANCE BANK GURANTEE
DLP – DEFECTS LIABILITY PERIOD

NOTICE INVITING BID

To,

M/s _____

Dear Sir,

Sub: RFP FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING (SITC) AND MAINTENANCE OF 12 KWp SOLAR POWER ON GRID PV TECHNOLOGY SYSTEM AT UNION BANK BHAVAN, NARIMAN POINT, MUMBAI

Union Bank of India invites sealed RFP in two bid systems from eligible established Manufacturers / Service Providers of Solar Power on Grid PV Technology System having sound background of its supply, installation, testing, commissioning & maintenance in Mumbai Centre as per following details:

Name of the work	: RFP for SITC and Maintenance of 12 KWp Solar Power on Grid PV Technology System.
Estimated Cost of the Work	: Rs.5.75 Lakhs (Excluding GST & Non Comprehensive Maintenance cost)
Bid Security / Earnest Money Deposit	: No provision of Bid Security / Earnest Money Deposit. Bidder to sign a Bid security declaration as per Annexure-I
Performance Security	: Successful bidder to submit performance security of 3% of the value of contract and furnished in the form of an Account Payee Demand Draft, Bank Guarantee from a Commercial Bank in favour of Union Bank of India, payable at Mumbai within 10 days of acceptance of work order.
Period of Completion	: 60 days
Validity of BID	: 90 days
Date of Issue of BID	: From 19.07.2021 during Office hours.
Last date of submission of BID	: Upto 15.00 p.m. on 09.08.2021.
Date & Time of opening of technical Bid	: 15.30 p.m. on 09.08.2021.

- 1) The Bidders to download the RFP document from Bank's website www.unionbankofindia.co.in & govt. portal www.eprocure.gov.in.
- 2) The item rates under the contract include for full, final & entire completion of all works in all respects described in contract & forming part of the contract. Contractor must quote item rates of work in the Price Bid and submit in a separate sealed envelope.

- 3) The Bid shall be submitted in one envelope and shall be superscribed as “RFP for SITC and Maintenance of 12 KWp Solar Power on Grid PV Technology System at Union Bank Bhavan, Nariman Point, Mumbai” and shall *comprise of envelope one containing Volume-I : pre-qualification documents / credentials, BID document, EMD declaration duly sealed and second envelop with sealed Price Bid* .
- 4) The tenderer must use only the BID forms issued for the purpose to fill in the rates. Intimation of Bid quoted by letter, telegrams / telex will not be acceptable.
- 5) Tenderer are advised not to make any alteration/modification in the RFP documents, Item of work or in any respect whatsoever. Violation of this requirement will make the Bid liable for rejection. RFP document is not transferable.
- 6) In case of postal delivery, the tenderer has to ensure that BID is reached before the due date and time. The bank will not be responsible for damage in the transit and delay of receipt of BID, if any or sent by a special messenger. BID received late shall be rejected.
- 7) Every page of the BID documents should be signed by the person or persons submitting the BID in token of his/their having acquainted himself/themselves with the General and Special Conditions of Contract, Specifications etc., as laid down. Any BID with any of the documents not so signed will be subjected to rejection. No representative on behalf of bidder will be allowed to participate unless documents to the full satisfaction of bank is produced authorizing such person to participate in the RFP.
- 8) No consideration will be given to a RFP received after the time stipulated above and no extension will be allowed for submission of such RFP.
- 9) The Union Bank of India shall not be bound to accept the lowest quoted RFP and reserves the right to accept or reject any or all the BIDs without assigning any reason whatsoever. Bank may notify the changes in RFP document on Bank’s website.
- 10) This notice inviting BID, the conditions of BID and the duly completed form of RFP, annexure etc. will form part of the Agreement to be executed by the successful tenderer with the bank.
- 11) The bidders who qualify in pre-qualification cum eligibility criteria and comply with the technical submission, only those bidders’ price bids will be opened. The date of opening of price bids will be intimated separately to the pre-qualified bidders. The bidder submitting the lowest price bid will be declared as L-1 and contract will be awarded to L-1 bidder.

**For UNION BANK OF INDIA
ASST. GENERAL MANAGER**

INSTRUCTIONS WITH REGARD TO SUBMISSION OF BID

1) SCOPE OF WORK:

The scope of work will include design, engineering, supply, erection, installation, liasoning, testing, commissioning and maintenance of **12 KWp Solar Power on Grid PV Technology System** at the terrace area admeasuring approx.1000 Sq.ft. The lists of major equipments which will be required are as under: -

- Solar Modules (36 Nos of 335 Wp each).
- Mounting structure in aluminum.
- Inverter of 10 Kw (12Kwp).
- Junction Boxes with MCBs (AC & DC).
- DC Cables.
- DC connectors.
- AC cables.
- Earthing electrodes.
- Energy meter & net meter.
- *Liasoning with Power supply agency (BEST) for approval of net meter installation.*

2) **Guarantees & Warrantees:**

- Solar PV Module will be warranted for performance output. The standard terms are 90% of PV module output is guaranteed for a period of 10 years and 80% of the PV module output is guaranteed for total period of 25 years by module manufacturers. ***Penalty will be imposed if the desired solar performance output is not achieved by forfeiting the Performance Security amount held with the Bank.***
- Solar inverter is warranted for 5 year against any manufacturing defects.
- Balance of system components – Minimum 2 years warranty is provided against any manufacturing defects and workmanship from the date of completion.
- Annual maintenance contract: AMC to be availed excluding the original warranties on solar module and inverter. Training to be imparted to in-house technicians for routine maintenance after commissioning of the system.

3) The Bidder needs to ensure that above system design/functionality is understood and the system implementation needs to be done accordingly. The above made minimum functionality needs to be ensured and provided within the system installation. Any products or an accessory missing to achieve this functionality in the BOQ needs to be considered in the commercial price bid. There should be no compromise while choosing the components. The Bidder needs to ensure all required components are added in and provided without any issues within the system to ensure the functionality is met. The Bidder has to submit the design schematic for 12 KWp Solar PV plant to demonstrate a clear understanding of the system.

4) Errors in the bill of quantities shall be dealt with in the following manner.

- a. In the event of any discrepancy between the rates quoted in words and the rates in figures the former shall prevail.

- b. In the event of an error occurring in the amount column of the bills of quantities as a result of the wrong extension of the unit rate and the quantity, the unit rate shall be regarded, as firm and extension shall be amended on the basis of the rates.
- c. All the errors in totaling in the amount column and in carrying forward the totals shall be corrected.
- 5) The BID shall be signed and dated at all places provided therein. Also all pages, drawings and corrections / alterations shall be initialed. The BID submitted on behalf of a partnership firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the RFP may be rejected by Union Bank of India.
- 6) The time allowed for completion of works is **60 days** from the date of commencement of the work which is reckoned from the 10th day from the date of issue of Work Order with the Bank. Time shall be considered the essence of contract.
- 7) As per Rule 170 of GFRs 2017, issued by Department of Expenditure, MoF, GoI, Procurement Policy Division, Department of Expenditure, MoF, GoI vide office memorandum dated 12.11.2020, there is no provision regarding Bid Security / Earnest Money Deposit. However, the bidders have to submit Bid Security Declaration as per Annexure-I of this RFP.
- 8) The Successful bidder will require to submit Performance Security which will be 3% of the contract value and valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. Performance security may be furnished in the form of an Account payee demand draft, Bank Guarantee from a Commercial Bank in an acceptable form in favour of Union Bank of India, Payable at Mumbai within 10 days of acceptance of work order. Performance Security shall be forfeited and credited to the Bank's account in the event of breach of contract by the contractor. Performance Security shall be refunded to the contractor without any interest after the contractor duly performs and completes the contract in all respect but not later than 60 days of completion of contract of all such obligations under the contract.
- 9) The tenderer shall submit his BID after carefully examining the whole of the RFP document and the terms and conditions of contract, the drawings and specifications, the schedule of quantities etc., and also after examining the site and conditions prevailing in and around site.
- 10) The Bank does not bind himself to accept the lowest or any BID and reserve to them the right of accepting the whole or any part of the BID and tenderer is bound to perform the same at the rates quoted. The Bank will not be bound to accept the lowest BID and reserves the right to accept or reject any or the entire BID without assigning any reasons whatsoever.
- 11) BIDs shall remain valid for a period of **90 days** from the date of opening of the BID which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the BID during the initial validity period of 90 days.
- 12) The successful tenderer shall be bound to implement the Contract and mobilize and sign specified agreements within 10 days from the date of acceptance of work order.
- 13) Tenderer must include in their rates Goods and Service Tax (State & Central GST) and any other tax & duty or other levy by the central and state government applicable on the date of submitting BID.

Due to change in taxes structure by orders from Central Govt. / State Govt. after opening of RFP shall be reimbursed to the contractor as per actual and upon verifying the proof of having made the payment.

- 14) This contract shall be an item rate contract. The Contractor shall be paid for actual quantity of work done, as measured at site including any deviation plus or minus.
- 15) No correspondence will be entertained in respect of this RFP other than any clarifications strictly pertaining to this BID in the pre-bid meeting only.
- 16) The BID price quoted by a tenderer shall be kept strictly confidential and shall not be divulged to any other party even approximately before the time limit for delivery of BID. The only exception be for obtaining an insurance quotation, you may give your insurance company or agent any essential information they ask for, so long as it is done in strict confidence. No information about other's BID price should be obtained and no arrangement with anyone else should be made whether or not he submits the BID.
- 17) Contractor should sign at the end of every page prior to submitting the BID.
- 18) Conditional BIDs will be summarily rejected.
- 19) COMPLETION PERIOD OF THE PROJECT WILL BE 60 days.
Progress chart linked up with completion period to be counted from 10th day of acceptance of work Order and submitted to Bank.

20) Annual Non-comprehensive Maintenance Contract:-

Bidder would need to provide the Price for providing Non-comprehensive Maintenance Services, for duration of 5 years for the new 12 KWp Solar PV plant (***excluding Defects Liability period of three year and Guarantees & Warranty stated in the document***). The non-comprehensive AMC covers the following: -

- Quarterly servicing and maintenance of Solar PV Modules.
- Quarterly servicing and maintenance of Inverter.
- Quarterly maintenance of Junction boxes, surge protection devices, DC connectors, cables, earthing electrodes, Energy Meter & Net meter.
- In a year there will be four quarterly services performed by a skilled technician/ engineer.
- Service reports to be submitted at every quarter of services done duly signed by the authorized officer of Bank.

21) Payment Terms:-

Following terms of payment shall be applicable.

- **No advance payment / mobilization advance will be made.**
- **60% of the material value (invoice value) after delivery of the materials at site.**
- **30% against successful testing and commissioning of all equipments.**
- **Balance 10% on submission of Performance Bank Guarantee (PBG) equivalent to the 3% of the cost of the work (SITC only) valid till warranty/defects liability period of three years. Defects liability period will commence from the date of handover of the complete work to the satisfaction of Bank.**

- **Performance Bank Guarantee equivalent to 3% of the total cost of the Non comprehensive Annual Maintenance contract for 5 years and to be submitted after completion of defects liability period of three years and before start of Maintenance Contract.**

22) Retention Amount:

The Bank will deduct 3% as Retention amount against Running Account Bill. Such retention amount deducted will be released in the final bill settlement of bills.

23) LIQUIDATED DAMAGES / /DAMAGES FOR NON COMPLETION OF WORKS:

If the successful bidder fails to complete the works within 60 days of execution period including handover, wherein the work should commence from 10th day from award of contract or within any extended time, the same ought reasonably to have been completed, the successful bidder shall pay the Bank liquidated damages @ 1% of the contract amount per week of delay subject to maximum deduction of 10% of the contract amount.

24) Warranty should not become void, if the Bank buys, any other supplemental hardware from a third party and installs it within these equipments under intimation to the Bidder. However, the warranty will not apply to such supplemental hardware items installed directly by the Bank without intimation to the Bidder.

26) As regards, the decision regarding repair/rectification or complete replacement of the product or equipment so supplied and found to be defective during the warranty period, the decision of the Bank shall be final and binding upon the Bidder and Bidder shall have no say in taking such decisions.

27) **Splitting of Order** – Bid splitting is not applied.

Bid Specific Additional Terms & Conditions: -

1. **Manufacturer Authorization** – Wherever Authorized Distributors are submitting the bids, Manufacturers Authorization Form (MAF/Certificate with OEM with details such as name, designation, address, email Id and phone number required to be furnished along with the Bid).
2. **Dedicated / Toll free telephone number for Service Support:** Bidder / OEM must have dedicated / toll free telephone number for service Support.
3. **Scope of Supply (Bid price to include all cost components):** Supply, Installation, Testing and Commissioning of Goods.

PRE-QUALIFICATION CUM ELIGIBILITY CRITERIA

Bidders meeting the following criteria 100% are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected.

Sr.No	Eligibility Criteria	Documents to be submitted	Bidders Confirmation (Yes / No)
1	The bidder must be a Firm/ Proprietary/Partnership/LLP/Limited Company registered under Companies Act with an experience of minimum 5 years (as on 31.03.2021) of having rendered satisfactory services in Supply, Installation, Testing, Commissioning and maintenance of Solar Power on Grid PV Technology System.	-In case of Proprietorship firms, Copy of Shop Act License /Registration and the GST Registration certificate. -In case of Partnership/ Limited Company firms, Copy of the firm registration Certificate, partnership deed, articles of association, etc, as applicable, and GST Registration. -In case of LLP/ company, Copy of Certificate of Incorporation issued by Registrar of Companies and full address of the registered office plus GST registration certificates.	
2	The Bidder should have experience of having successfully completed supply, installation, testing, commissioning and maintenance of Solar Power on Grid PV technology System during last 5 years ending 31.03.2021	Work order copies / Performance certificate from the principal Employers/ Clients is to be submitted.	
3	The contractor should have Registered /Corporate/Branch office in Mumbai Centre.	Address Proof / Relevant document should be submitted.	
4	The firm must be in operating profit in last 3 financial years i.e. 2017-18 ; 2018-19 ; 2019-20	(i) Copies of the audited P&L Account and Balance Sheet duly certified by the Chartered Accountant.	
5	Average annual financial turnover during the last three (3) financial years, ending 31 st March 2020 i.e. 2017-18, 2018-19, 2019-20, should be at least 30% of the annual estimated cost of the work i.e. Rs.1,72,500/- Lacs (Estimated cost of the work is Rs.5.75 Lacs) from Solar Power Installation.	(ii) Copies of returns submitted to the Tax authorities such as IT & Goods & Service Tax etc.	

6	<p>Experience of having successfully completed solar power on grid PV technology system during last 05 years ending last day of 31.03.2021 as under:</p> <p>(i) Three similar works costing not less than the amount equal to 40% of the annual estimated cost i.e. Rs.2.30 Lacs</p> <p style="text-align: center;">OR</p> <p>(ii) Two similar works costing not less than the amount equal to 50% of the annual estimated cost i.e. Rs. 2.87 Lakhs.</p> <p style="text-align: center;">OR</p> <p>(iii) One similar work costing not less than the amount equal to 80% of the annual estimated cost i.e. Rs. 4.60 Lakhs</p>	<p>Copy of work order and work completion certificates issued by the principal Employers/Clients from Central / State Govt organizations / PSU/Public Listed companies specifying following information relating to the works carried out during the last 5 years ending last day of 31.03.2021 detailing the following:-</p> <ol style="list-style-type: none"> 1. Scope of work. 2. Contract value. 3. Capacity of Solar Power PV Panels Installed 4. Work completion certificate. 	
7	<p>The applicant should have a solvency of Rs. 2.30 lac or more amounts certified by a Scheduled/Commercial bank.</p> <p><i>The Solvency Certificate should be latest and should not have been obtained before 31.03.2021.</i></p>	<p>Copy of the Solvency Certificate should be attached.</p>	
8	<p>Bidders should have applicable and valid registrations with:</p> <ol style="list-style-type: none"> 1. Income Tax (PAN) No, 2. Goods & Service Tax (GST) No, 	<p>Certified copies of supporting documents to be attached. Please note that all the relevant certificates should be valid as on date of opening of BID.</p>	
9	<p>Bidder should not have been disqualified / debarred / blacklisted from any Governments, Semi-governments, PSUs, Banks, Financial Institutions etc.</p>	<p>Suitable declaration as to be submitted on the Letter Head of the Firm duly signed by the Authorized Signatory only.</p>	

DECLARATION

1. I / We have read the instructions appended to the RFP document and I / We understand that if any false information is detected at a later date, any future contract made between ourselves and Union Bank of India, on the basis of the information given by me / us can be treated as invalid by the Bank and I / We will be solely responsible for the consequences.
2. I / We agree that the decision of Union Bank of India in selection of contractors will be final and binding to me / us.
3. All the information furnished by me hereunder is correct to the best of my knowledge and belief.
4. I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.
5. I / We are not disqualified / debarred / blacklisted from any Governments, Semi-governments, PSUs, Banks and Financial Institutions etc.

Place :

SIGNATURE

Date :

NAME & DESIGNATION

SEAL OF ORGANISATION

REGISTERED OFFICE ADDRESS:

TEL.NO./MOBILE NO.

EMAIL:

INDEMNITY BOND

(On Non Judicial Stamp paper of Rs.100/- duly notarized)

KNOW all men by these presents that I/We _____ do hereby execute Indemnity Bond in favour of the Union Bank of India on this _____ day of _____ 2021.

WHEREAS **Union Bank of India, (address of the office) Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai - 400 021** have appointed **M/s. _____** office at _____ as the Contractors for their Proposed Union Bank of India Project of SITC and Maintenance of 12 KWp Solar Power on Grid PV Technology System at Union Bank Bhavan, Nariman Point, Mumbai.

THIS DEED WITNESS AS FOLLOWS:

I/We _____ hereby do Indemnify and save harmless Union Bank of India, _____ against

1. Any third party claims, civil or criminal complaints/liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, misconduct, misrepresentation, negligence, faulty construction and/or for violating misconduct, misrepresentation, any law, rules and regulations in force, for the time being while executing/executed works by me/us.
2. Any direct or indirect damages, loss or expenses to Bank /third party claim due to or resulting from any negligence or breach of duty on the part of me/us or my sub contractor's if any, servants or agents.
3. Any claim by an employee of mine/ours or of sub contractors if any, under the Workmen's Compensation Act and Owners Liability Act, 1939 or any other law, rules and regulations in force for the time being and any Acts replacing and/or amending the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of the execution of the contract work and/or arising out of and in the course of employment of any workman/employee.
4. All claims in respect of patent rights, royalties, damages to buildings, roads or members of public in the course of execution of work , non compliance of any statutory provision at any point of time and shall keep the Bank saved harmless and indemnified in all respects from such actions, costs , litigations, expenses, fees.

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

IN WITNESS WHEREOF THE _____ has set his/their hand on this day of _____ 2021.

SIGNED AND DELIVERED BY THE

NAME AND ADDRESS

AFORESAID _____ (Contractor)

IN THE PRESENCE OF WITNESSES:

BID FOR SITC SOLAR POWR SYSTEM AT UNION BANK BHAVAN, NARIMAN POINT, MUMBAI
UNION BANK OF INDIA, SUPPORT SERVICES DEPARTMENT, MUMBAI.

SIGN & SEAL OF CONTRACTOR
YEAR-2021

DRAFT AGREEMENT

This Agreement is made and entered into at Mumbai on this the _____, 2021 between Union Bank of India, a body corporate constituted under the provisions of Banking Companies Acquisition and transfer of Undertaking Act of 1970 having its Central Office at 239, Vidhan Bhavan Marg, Nariman Point, Mumbai – 400 021, hereinafter referred to as the Bank (which expression shall mean and include its successor and assigns) on the First Part and _____ (Name of the contractor), a _____ (Constitution of firm) concern through its _____ (Name of the authorized signatory) having their office at _____ (Address of the firm) hereinafter referred to as the Contractor (which expression shall mean and include their respective heirs, successors, executors, administrators and assigns) on the Second part.

Whereas the Bank (First Part) has floated RFP on _____ for providing **RFP for SITC and Maintenance of 12 KWp Solar Power on Grid PV Technology System at Union Bank Bhavan, Nariman Point, Mumbai**

And whereas contractor (Second Part) has participated in the RFP and submitted its proposal on dated _____. The contractor has been selected as L-1 and has been declared as the successful bidder. The Bank has placed a **Letter of Intent / Work Order** vide letter no. _____ dated _____ for undertaking the aforesaid mentioned work.

And whereas the contractor has agreed to accept the terms and conditions specified in the RFP and also the terms and conditions annexed to these presents.

Now, this Agreement witnesses as follows:

All terms and conditions as prescribed in the Volume– I (Pre-qualification cum eligibility criteria, General terms & conditions and Technical Specifications) and Volume-II (Price bid submitted by the contractor) to this agreement shall have to be adhered to by the contractor. Any deviation must be with the written consent of the Union Bank of India, represented by its Asst.General Manager. Any deviation without the written consent is not at all permitted.

And whereas BID document published by the Bank vide Ref No. _____ dated _____ duly accepted by the contractor will be integral part of the agreement.

And whereas both the parties are agreeable to enter into these presents for the purpose of providing the services at the abovementioned address of the Bank by the Contractor on the terms and conditions more specifically mentioned in the Volume -I at and for the price mentioned in the Volume- II hereto annexed.

1. In this Agreement words and expressions not defined but used shall have the same meanings as are respectively assigned to them in the RFP Document dated _____ Technical and Commercial Bid and Work Order.
2. The following documents shall be deemed to form and constructed as part of this Agreement as if specifically incorporated herein:-

- a. This Agreement
- b. Work order issued dated_____.
- c. RFP Document.
- d. Technical and Commercial Bid.

All the documents together will be called as Contract document. If there is any ambiguity between any clause of this Agreement and any clause in any of the Contract Document, the order of priority of documents in resolving such ambiguity shall be as mentioned above.

3. All terms and conditions as prescribed in the Volume-I to this agreement shall have to be adhered to by the contractor.
4. The Contractor do hereby agree to indemnify and keep indemnified defend and hold harmless the bank from and against any loss, damages liabilities, claims litigations, suit actions, judgments, and or otherwise including but not limited to those from third parties or liabilities of any kind howsoever suffered arising out of or incurred interalia during the term of this agreement and including but not limited to third party claims from the use of the services or any part thereof and/or otherwise. Further, the said indemnity shall also be available for any of actions arising out of or in connection with the Contractor's breach of any of the terms and conditions of the contract and any act and omissions or negligence or misconduct by the Contractor or its employee's representatives and agent.
5. If the Contractor fails to perform any of its obligations under this Agreement and if the Bank is not satisfied with the services of the Contractor during the regular and extended period , Bank may terminate the services of the Contractor, at any time by giving fifteen days notice in writing. In such event, the Bank reserves the right to get the work done / services performed by another agency or contractor of its choice. In that event, the Contractor is bound to make good the additional expenditure, which the Bank may have to incur for the selection of another contractor / service provider. Bank shall not be liable for any cost/ damage/ expenses or any loss whatsoever that the Contractor may suffer on termination of services by the Bank.
6. Except for non-payment, in no other circumstances the Contractor shall have a right to terminate this Agreement.
7. This contract shall be an item rate contract and the contractor shall be paid for actual quantity of work done, as measured at site including any deviation plus or minus. The rate of non schedule items of work will be decided as per Central Govt. schedule of rates.

In witness whereof the parties hereto have hereunto set and subscribed their respective hands the day and the year first hereinabove mentioned.

Signed and Delivered by Union Bank of India

By its authorized signatory

Name of the Officer:

Designation:

Seal of the bank:

In the presence of

1.

(Name, Designation & Signature)

2.

(Name, Designation & Signature)

Signed and Delivered by the contractor

Name of the Authorized Signatory:

Designation/Position in the Firm:

Seal of the Firm:

In the presence of

1.

2.

Annexure-I

**BID SECURITY / EARNEST MONEY DEPOSIT
DECLARATION**

To,
Asst.General Manager,
Support Services Department,
Union Bank Bhavan,
239, Vidhan Bhavan Marg,
Nariman Point,
Mumbai – 400 021

Dear Sir,

We hereby declare that we will not withdraw or modify our Bid during the Bid Validity Period. We also declare that if awarded with the contract and if we fail to sign the contract (Agreement) or fail to submit the Performance Security before the deadline defined in the request for Bid Document then Bank will have all right to suspend us from participation in the Bid and we will be ineligible to participate in all other Bids invited by the Bank.

Name of the Contracting Firm & Address: -

Name of Authorized Signatory: -

Signature:-

Seal:-

Annexure-II**Solar Power Plant (Roof Top) for ONGRID System, Three Phase (1 Set)****BIDDER'S TECHNICAL SUBMISSION**

Specification	Specification Name	Bid Requirement (Allowed Values)	Bidders Compliance Yes/No
INVERTER	Rated output power of Inverter (Kw)	10	
	Switching Device	IGBT	
	No. of Phase (in Nos.)	1	
	Inverter Output wave form	Pure Sine wave	
	No. of MPPT per Inverter (in Nos.)	2	
	No. of string at input side of inverter (input port +ve and -ve (hint: 1 sets contain 1 +ve and 1 -ve port)	2 Sets	
	Maximum power point tracker	Integrated in the PCU/Inverter to maximize energy drawn from the array	
	Operating Voltage Range of Inverter	200V to 800V	
	Overload support at Input side, DC	20% of maximum input voltage for 3 phase system	
	Maximum input current for each MPPT (in A)	As per OEM standard	
	Service condition	Outdoor	
	Ingress protection rating of inverter	IP-65 (for outdoor use)	
	Cooling medium for Inverter	Intelligent fan cooling	
	Manual switch for disconnecting DC supply.	Yes	
	Inverter mounting type	Wall / floor	
GENERIC	A Grid tied Photo Voltaic (SPV) power plant consists of	SPV array, Module Mounting Structure, Power Conditioning	

		Unit (PCU) consisting of Maximum power point tracker (MPPT), Inverter, controls & protections, interconnecting cables and switches.	
	PV Array Mounting	Mounted on a suitable structure.	
	Grid tied SPV system is	Without battery and designed with necessary features to supplement the grid power during day time.	
	Installation and testing for complete system.	Yes including Civil Work, Designing, Fabrication, Cabling work and suitable bolts, nuts, clamps, connectors and testing etc.	
INVERTER OUTPUT	Maximum current for 3 phase inverter (in A)	As per OEM standard	
	Output Voltage (in V)	415 V for 3 phase	
	Inverter auto trip at output side	Lower: at 313 V, Higher: at 470 V with adjustable	
	Overall Efficiency (in %)	>98	
PROTECTION FOR INVERTER	Overload protection	110% for 1 Minute	
	Over temperature protection	Yes at 65 Deg. C Cooling Fan with auto switch ON.	
	Surge Protection	Metal Oxide Varistor (MOV)	
	Insulation Resistance Monitoring	Yes	
	Grid Monitoring Protection	Yes	
	Power factor at rated output power	>0.9, 0.9	
SERVICE CONDITION	Operating temperature	-25 to +60 deg. C	
DISPLAY FEATURES ON INVERTER	Type of display	LED	
	Display parameters	DC Voltage, DC Current, AC Voltage, AC Current, Output	

		frequency, power factor	
	Generating power data storage facility	Yes for 2 years from the date of commissioning	
	Interface facility for transmitting the generating power data for cloud storage	With RS 485	
	Net meter	Approved by Government of India / State Government authority concerned for connecting to Grid	
ADD ON ITEMS – DC DISTRIBUTION BOARD	DC Distribution panel to receive the DC output from the array field	Yes with Surge arrestors.	
	Ingress protection (enclosure protection) of DC distribution box.	IP-65	
	Material of bus bar and size	Copper, size as per inverter rating.	
	Circuit Breaker for input side (DC) side for each inverter.	MCB 16 Amp or as per site requirement.	
ADD ON ITEMS – CABLE FOR INPUT	ISI Marked connecting cables according to Inverter rating for each system.	PV Module to Inverter DC	
	Electric cable for Input	1C x 4 Sq.mm, Copper cable (as per IS:694:2010 latest)	
	Cable length for PV module to Inverter, DC (in Mtr)	30	
ADD ON ITEMS – AC DISTRIBUTION BOARD	AC Distribution Panel Board (DPB) for controlling the AC power from PCU / Inverter	3 phase 415 volt +/- 10%, 50 Hz +/- 3 Hz	
	Panel Construction	Metal clad, totally enclosed, floor mounted, air insulated, cubical type with change over switch.	

	Ingress protection (enclosure protection) of AC Distribution Box	IP-65 for Indoor	
	All switches and the circuit breakers, connectors should conform to	IS: 60947 Part I, II and III.	
	Panels designed for minimum expected ambient temperature	45 deg.C	
	Circuit Breaker for output side (AC side) for each inverter.	MCB 32 A (C – Series), MCB 100 A	
ADD ON ITEMS – CABLE FOR OUTPUT	ISI Marked connecting cables according to Inverter rating for each system.	From Inverter to Net Meter.	
	Conformity of the specification for cable	3.5 C x 16 Sq.mm, Copper Cable (as per IS:694:2010 latest)	
	Cable length for output side (from inverter to Net meter for each system) In Mtr	30	
OTHER ADD ON ITEMS	Cabling work at input side for each system	With PVC conduit pipe with necessary clamps and screws.	
	Cabling work at output side for each system.	With G.I Cable tray with fitment accessories.	
	Danger Board and Signage's.	2 Nos.	
ARRAY STRUCTURE	Material of mounting structure for mounting the modules / panels / arrays	Structural steel, Grade: E300 (as per IS:2062:2011 latest)	
JUNCTION BOX	Material of Junction Box	FRP (fibre reinforced plastics)	
	Ingress protection (Degree of protection) for Junction Box	IP-65	
WIND LOAD	The Mounting structure shall be so designed to withstand	Yes	

	the speed for the wind zone of the location where a PV system is proposed to be installed.		
	Compliance to wind velocity test for the mounting structure of PV system	As per IS 875:1987 Part-3 latest	
	Regional wind withstand capacity which the mounting structure is suitable to withstand (in Km/Hour)	180	
WARRANTY & GUARANTEE	Minimum guarantee for maintain of output peak watt capacity	>/= 90% at the end of 10 years and >/+ 80% at the end of 25 years.	
CERTIFICATIONS	Availability of type test reports for PCU/Inverter, PV Module to prove the conformity of the specification from	NABL Accredited Lab, BIS approved Lab	

LIST OF MAJOR EQUIPMENTS: -

SR.NO.	LIST OF EQUIPMENT	MAKE
1.	MODULES X 36 Nos (335 Wp)	PV Powertech / Renewsys / Waaree
2.	Mounting Structure Aluminium	Jindal / Nalco / Hindalco
3.	Inverter with 5 years warranty x 1 No 10 KW (12 Kwp)	THEA / Delta / Growatt / Polycab
4.	Junction Boxes with SPD's (DS & AC)	Hensel / Devan / Standard
5.	DC Cables	Polycab / Havells / RR
6.	DC Connectors	Elmex
7.	AC Cables	Polycab / Havells / RR
8.	Earthing Electrodes	Powertrac / TK Electrovision / EMIC
9.	Energy Meter & Net Meter	Secure

Annexure-III**AUTHORIZATION FORM**

(Letter to be submitted by OEMs on firm's letter head to Bidders for Solar PV Module, Inverter)

To

The Asst. General Manager

Union Bank of India, Support Services Department,
239 Vidhan Bhavan Marg, Nariman Point,
Mumbai – 400 021

Dear Sir,

Ref: RFP FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING (SITC) AND MAINTENANCE OF 12 KWp SOLAR POWER ON GRID PV TECHNOLOGY SYSTEM AT UNION BANK BHAVAN, NARIMAN POINT, MUMBAI

We _____ who are established and reputable manufacturers of _____ (name & descriptions of goods offered) having factories at _____ (address of factory) do hereby authorize M/s _____ (Name and address of Agent) to submit a bid, and sign the contract with you for the goods manufactured by us against the above BID.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation for a period of 5 years from the date of contract. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

- a. Such Products as the Bank may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and
- b. In the event of termination of production of such Products:
 - Advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
 - Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

We hereby extend our full comprehensive guarantee and warranty as per Conditions of Contract for the goods and services offered for supply by the above firm against this BID, and will provide the contracted services if M/s _____ is not able to perform the obligations as per the contract.

Yours faithfully
(Name)

(Name of manufacturers)

VOLUME-II PRICE BID



**SUPPORT SERVICES DEPARTMENT, MAINTENANCE DIVISION,
CENTRAL OFFICE,
MUMBAI**

**RFP FOR SUPPLY, INSTALLATION, TESTING, COMMISSIONING (SITC) AND MAINTENANCE OF 12 KWp
SOLAR POWER ON GRID PV TECHNOLOGY SYSTEM AT UNION BANK BHAVAN,
NARIMAN POINT, MUMBAI**

PRICE-BID

[A]:SR.NO.	DESCRIPTION	BASE VALUE (in Rs)	GST (in Rs)	TOTAL VALUE (in Rs)
1.	SITC OF 12 KWp Solar Power Grid PV Technology System Complete with all Accessories (as detailed in technical specification).			
2.	Net Meter			
3.	Liasoning with BEST for installation of Net Meter			
	GRAND TOTAL [A] :-			

IN WORDS [A] : -Rupees _____

[B]: NON-COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR FIVE YEARS (AFTER DLP OF THREE YEARS):

SR.NO.	PARTICULARS	AMOUNT (in Rs)	GST (in Rs)	TOTAL AMOUNT (in Rs)
1.	FOURTH YEAR			
2.	FIFTH YEAR			
3.	SIXTH YEAR			
4.	SEVENTH YEAR			
5.	EIGHTH YEAR			
	TOTAL [J]:			

TOTAL [B] IN WORDS:

Rupees _____

TOTAL COST OF OWNERSHIP: TOTAL [A+B]

Rupees: _____

FINAL TOTAL IN WORDS: Rupees _____

ALTERATION: _____ / CORRECTIONS: _____ / DELETION: _____