CORRGENDUM

In the Pre-Bid meeting held on 06.12.2018, some of the vendors, who attended the meeting, raised queries about the Technical Bids invited through NIT NoSBIIMS/GHY/18-19/22 dated 27.11.2018 uploaded in Bank's website on 27.11.2018. Accordingly, the Tender has been hereby cancelled.

All the Bidders/Applicants have been advised to submitted fresh Technical Bids as per the following revised Technical Bid as under(Those who have already submitted the Technical Bids as per old Technical Documents vide NIT NoSBIIMS/GHY/18-19/22 dated 27.11.2018, need to apply afresh WITH THE DIFFERENCE AMOUNT OF EARNEST MONEY DEPOSIT) :-

SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD., (SBIIMS),
(WHOLLY OWNED SUBSIDIARY OF SBI)
GUWAHATI CIRCLE OFFICE

TENDER FOR HIRING OF SOLAR POWER SYSTEMS FOR POWER BACK-UP TO SBI ATM IN NORTH EASTERN CIRCLE ON MONTHLY HIRING BASIS FOR A PERIOD OF 5(FIVE) YEARS.

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CORRIGENDUM
TO THE NOTICE INVITING TENDERS (NIT) NO.BIIMS/GHY/18-19/22 DATED 27.11.2018
REVISED TENDER DOCUMENT DATED 11.12.2018

On behalf of State Bank Of India, L.H.O., Guwahati, tenders are invited by **SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD**. (hereinafter referred to as **SBIIMS**), in two Bids system(Technical Bid and Price Bid) from eligible and qualified bidders for finalization of **monthly hiring Rate (Valid for 1 Year for awarding the work order)** for providing Solar Power System for power back-up to SBI ATM installed in North Eastern region for a contract period of **5(five) years**. e-Tendering(Price Bid) will be conducted through SBI Service provider M/s e-Procurement Technologies Pvt. Ltd. Ahmedabad amongst the vendors, who qualified in Technical Bid as per the criteria specified in the tender document as under :-

1.	**Scope of Work**	:	**i) Hiring of 2.0 KWp Solar Power system for** providing power back-up to **one ATM Machine** with other necessary ATM **network system** and **one LED light** per ATM site in SBI North Eastern Circle for 12 hours per day and 24 hours (if 04 hours single phase grid power/raw power is available at the site), 365 days a year, irrespective of the rains and other weather conditions along with complete design, engineering, manufacture, supply of all materials, storage, civil work, erection, testing & commissioning of rooftop solar PV system at identified ATM site including Operation, Maintenance & Centralized Remote monitoring system of the solar system and up-gradation of the system at the cost of the vendor during contract period of 5 years. ii) Conducting site feasibility survey and submission of feasibility report to the user deptt. The cost of the same is to be included in the overall monthly hiring charges. iii) Obtaining No Objection Certificate (NOC) from the respective landlord of the ATM premises / Branch Manager/ Channel Manager of SBI for installation of Solar Power System at the ATM sites located in North Eastern region at the cost of the vendor. **iv) Out of the total 1600 Nos.(approximately) of SBI ATMs in North Easter Region, only at the suitable & technically feasible ATM sites where grid power supply is irregular**, above solar system will be installed as per the requirement of the Bank at the same approved rate by the user Deptt. i.e Channel Management & Customer Service, State Bank of India, Local Head Office, Guwahati, 4th floor, A-block, Dispur, Guwahati – 781006 (Assam). Clusterwise break-up of ATM sites is as per Annexure-A(Break-up Of Quantities).
2.	User Department	:	Channel Management & Customer Service, State Bank of India, Local Head Office, Guwahati, 4th floor, A-block, Dispur, Guwahati – 781006 (Assam).

3.	Availability of tender documents	:	Tender documents can be downloaded from the Bank's website www.sbi.co.in under section '**Procurement news'** upto 20.12.2018.
4.	Technical Bid	:	The Application-cum-Technical Bid(**Hard copy**) with all supporting documents should be submitted in a sealed cover containing the name and complete address/contract number of the vendor on the cover and bear the title "**Technical Bid for hiring of Solar Power System for providing Solar Power back-up to SBI ATMs located in North Eastern region"** addressed to the **Circle Head, SBIIMS, Guwahati Circle, SBI Local Head Office Building, 3rd Floor, 'A' Block, P.O. Assam Sachivalaya, Dispur, Guwahati-781006, Assam** in the "**TENDER BOX**" kept at 3rd Floor, "A" Block of Local Head Office Building of State Bank of India, Guwahati on or before **20.12.2018** upto 02:00 PM alongwith the followings :- i) **Tender Processing Fee** amounting to ₹5000.00 (**Rupees five thousand only**) (Non-Refundable) to be credited in the Bank's **Account No. 35980903891, (Name of the account : SBI Infra Managment Solution Pvt. ltd**, IFSC: SBIN0008586) and submit the voucher copy as proof of deposit the amount. ii) **Earnest Money Deposit (EMD)** amounting to **₹1,00,000.00(Rupees one Lakh only)** to be deposited to the Bank's A/C No. 10242804581 (Name of the Account :- SBI, LHO, PREMISES & ESTATE Department Misc. Deposit account, maintained at SBI, Dispur Branch, IFSC code-SBIN0003030) and submit the deposit voucher copy as proof of deposit the amount. **Date and Time of opening of Technical Bids** :- **On 20.12.2018 at 03.00 PM** Authorised representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendors representatives. After opening, the Technical Bids will be evaluated on the basis of the minimum eligibility criteria specified in this Tender including deposit of specified amounts for the Tender Processing Fee and Earnest Money as mentioned above.

5.	Price Bid	:	The Price Bid will be through e-tendering amongst the bidders who qualified in Technical Bid and deposit the specified amounts towards Tender Processing Fee and Earnest Money Deposit(EMD) through SBI Service Provider M/s e-Procurement Technologies Pvt. Ltd. Ahmedabad for finalization of monthly hiring rate for a period of 5 years for 9 different clusters as at Annexure-A. The accepted tendered rate will be valid for 1(on) year for placing the work order. Date and time for submission of price bid through e-Tendering will be intimated to the qualified contractors separately through SBI service provider M/s e-Procurement Technologies Pvt. Ltd. Ahmedabad after scrutiny of their Technical bid. The bidder should have valid digital signature for participation in e-Tendering.
6.	Validity of Tenders	:	Tenders shall remain valid for acceptance for a period of 3 (Three) months from the date of e-Tendering for price bid. If the Bidders withdraw their offer during the validity period or makes modifications in his/her original offer which are not acceptance to SBIIMS without prejudice to any other right or remedy, SBIIMS shall be at liberty to forfeit the EMD.
7.	Income Tax and GST	:	A) Income Tax/GST will be deducted at source as per Govt. Guidelines. B) Reimbursement of GST on work contract will be made only on submission of proper GST invoice as per applicable GST provision. The Bidder should comply with the following; i. Bidder should have GST Registration Number ii. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision iii. Bidder should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the Bidder.
8.	Terms & mode of payment	:	i) There would be no provision for advance rental payment. ii) The vendor will submit the invoice along with the uptime report within 7 days on completion of each month to the user deptt. After verification of uptime report submitted by the Vendor and deducting the penalties, if any, the user deptt. will make payment for the monthly hiring charges due within 7 days. iii) The monthly hiring rate will be firm throughout the contract period of 5 years from the date of issue of the

			work order for an ATM site within validity period of Annual Rate Contract and shall not change at any event during the contract period. iii) Payment shall be made by way of Electronic fund transfer. The vendor should furnish details of the Bank, A/c no, IFSC code PAN, GST numbers etc. in the Invoice.
9.	Contact details for any clarification	:	The Circle Head & The Assistant Vice president, SBI Infra Management Solutions Pvt. Ltd. Guwahati Circle Office, 3rd Floor, SBI, LHO Building, Guwahati, Dispur-**781006,** **Ph: 0361-2237509**
10.	Contact details for any e-Reverse Auction related queries	:	**Service provider:** M/s e-Procurement Technologies Ltd. (Procure Tiger) A- 201, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India Tel.:- PH. NOS. : +91 79-40016837/ 835 / 886 / 887 / 802 / 852 / 865 / 800, Fax:- 91 - 079 – 40016876.
11.	Monthly Hiring Rate	:	i) The quoted rate will be monthly hiring charges for providing power back-up to **one ATM Machine** with other necessary ATM **network system** and **one LED light** per ATM site by installing Solar Power system at the respective ATM site. The hiring rate should be quoted considering the cost incurred by the vendor towards conducting feasibility survey of all the ATM sites under the respective Clusters including travelling expenses, submission of feasibility report including list of technically feasible & suitable ATM sites for installation of rooftop Solar Power system, obtaining of No Objection Certificate (NOC) from the respective landlord of ATM premises / Branch Manager/ Channel Manager of SBI for installation of Solar Power System at ATM site including cost towards complete design, engineering, manufacture, supply of all the materials required , storage, civil work, erection, testing & commissioning of rooftop solar PV system for ATM site including Operation, Maintenance & Centralized Remote monitoring system of the solar system and up-gradation of the system at the cost of the vendor during contract period of 5 years. ii) The quoted rate should also be quoted considering the cost for supply of all the equipments/materials required for the Solar Power System specified, labour, wages, fixtures, transportation, installation, all taxes & charges , cost of the insurances, cost towards testing of materials supplied, wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work. However, GST will be extra as applicable. iii) The approved accepted **Rate will be valid for 1(one) year for awarding the work order from the date of acceptance of the Rate Contract by SBIIMS** . During this 1 year validity period,

			work orders will be issued from time to time **for the suitable & technically feasible ATM sites where grid power supply is irregular** as per the requirement of the Bank at the same approved rate by the user Deptt. i.e Channel Management & Customer Service, State Bank of India, Local Head Office, Guwahati, 4th floor, A-block, Dispur, Guwahati – 781006 (Assam) . iv) The monthly hiring rate will be firm throughout the contract period of 5 years and shall not change at any event during the contract period.
12.	**Notes:**		

a)	In case the date of submission of Tender Processing Fee, EMD, e-Tendering is declared as a holiday, the respective date will be considered on the next working day at the same time. The bidder, who is the authorized representative and participating on behalf of company/ Dealer/vendor, should have a valid digital signature certificate (DSC) for this tender.
b)	The SBIIMS reserves the right to cancel or postpone or modify the tender at any stage without assigning any reason thereof.
c)	Vendors who do not fulfill the minimum eligibility criteria need not apply. Any incomplete application and / or not fulfilling the minimum eligibility criteria will be summarily rejected. Moreover, the conditional tenders are liable for rejection and will not be allowed to participate in e-tendering.
d)	The EMD of the unsuccessful Bidders in Technical Bid shall be returned within two weeks from the date of Tender finalisation.
e)	All pages of the Technical Bid documents should be serially numbered and shall be signed by the authorized person(s) of the applicant only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page.
	Circle Head & Assistant Vice President(Civil) **SBIIMS, Circle office, Guwahati.**

MINIMUM ELIGIBILITY CRITERIA FOR QUALIFYING IN TECHNICAL BID :-

A. Only those applicants who possess the following eligibility criteria should apply, along with documentary proof.

i) **The applicant shall be an established company/vendors having adequate similar experience in hiring of Solar power system for ATM or Supply, installation & commissioning of Solar Power system on RESCO or CAPEX Model with minimum 100 Nos. of sites with minimum Solar Power Capacity of 1.5 KWp per site** in PSU/ Banks/State and Central Govt. Organizations/reputed IT companies, Insurance companies, reputed Hospitals/ Pvt. company etc. during last 5 years.

ii) The Applicant's average **Annual Financial Turnover** during last 3(three) years ending 31st March, 2018 should be at ateast **INR 30.00 lakh**.

iii) Bank's solvency certificate amounting to **INR 30.00 lakh.**

iv) **Company/vendor' s shall have service centre in North Eastern Region of India for providing after sales service in time. In case**

v) The applicant should possess valid certificates / license for the purpose from the appropriate authority like Ministry of New and Renewable Energy (MNRE) and Govt. approved agencies, if applicable.

vi) The applicant must be in operation for at least three years.

vii) The applicant shall have sufficient qualified staff/Engineers/Technicians for installation, commissioning and maintenance of Solar Power system. Details shall be submitted.

B. The vendors should posses the following supporting documents and must submit self-attested photocopies of the following supporting documents along with Technical Bid:

a) Certificate / License for appropriate authority, if applicable.

b) PAN Card in the name of the proprietor/firm/company.

c) Goods & Service Tax(GST) registration.

d) Documents for Applicant's average **Annual Financial Turnover** during last 3(three) years ending 31st March, 2018 with atleast **INR 30.00 lakh**.

e) Details of Staff/Engineer/Technicians engaged by the firm.

f) Latest valid Bank's solvency certificate amounting to **INR 30.00 lakh.**

g) Details of service centre/Undertaking to establish the service within three months from the date of issue of the work order.

h) Income Tax return for last 3(three) years ending 31st March, 2018.

i) Work order & completion/satisfactory certificate from the clients(as mentioned above in 2.A.i) whose work has been undertaken in last three years.

j) Document as proof of year of Establishment of the firm with not less than 3(three) years

k) Trade License.

APPLICATION –CUM- TECHNICAL BID FORM :-

(Please strike-off which is not applicable.)

1.	a) Name of the applicant/organization	
	b) Full Postal Address of the Firm c) Contact Details (i) Phone No. (ii)Mobile No. (iii)Fax No. (iv) E- mail address.	
2.	Year of establishment **Please enclose documentary evidence**	
3.	Constitution of Firm **Enclose certified copies of documents as evidence.**	Sole proprietorship/ Partnership /Private Ltd. / Ltd. Co. / Any other (Please specify)
4.	Name of the Proprietor/Partners/Directors of the organization/firm **Enclose certified copies of document as evidence.**	
5.	Name/s of authorized signatory with designation	
6.	Mode of Authorization **Enclose certified copies of document as evidence**	Resolution / Partnership Deed / Registered Power of Attorney / Proprietor / Any Other (Please specify)
7.	Details of registration-whether partnership firm, company, etc. Name of registering authority, date and registration number (Note: ***partnership firms not registered with the appropriate authority need not apply***), if any **Enclose certified copies of document as evidence.**	
8.	Whether registered with Govt. /Semi Govt./Banks/CPWD/Municipal Authorities or any other Public Organization and if so, since when? (Enclose certified copies of document as evidence). i. Name of Organization No. & Date of Registration ii. Name of Organization No. & Date of Registration iii. Name of Organization No. & Date of Registration	**Yes/No**
9.	No. of years of experience in the field and details of work in any other field.	
10	Yearly turnover of the organization during last 3 (three) years (year wise) and furnish balance sheet and Profit & Loss A/c. for the last 3 years.	
11.	Banker's Details (i) Banker's Name (ii) Full Postal Address (iii) Telephone No.	

	(iv) Account No. (v) Type of Account	
12.	Bank's Solvency Limit (Please enclose latest valid Solvency certificate from the Banker)	
13.	PAN No. (Income tax) **Enclose certified copies of document as evidence**	
14.	Goods & Service Tax(GST) No. **Please enclose documentary evidence**	
15.	Whether last three years IT returns filed (Pl. enclose certified copies of the IT returns of the last three FY years	
16.	Details of similar works in operation/completed	Please fill up enclosed Annexure -P & enclose copies of work completion /in operation certificates
17.	Details of Key Personnel Permanently employed.	
18.	Other infrastructural information to be used/referred for this work .	
19.	Furnish the names of -3- responsible persons along with their designation, address, telephone no., etc., for whose organization, you have completed / in operation for similar jobs and who will be in a position to certify about the performance of your organization.	1 2 3
20.	Whether any Civil Suit/litigation arisen in contracts executed during the last 10 years. If yes, please furnish the name of the employer, nature of work, contract value, work order and brief details of litigation. Give name of the Court, place, and status of pending litigation.	Attach a separate sheet if required.
21.	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted.	
22.	Please mentioned whether your any relative(s) is (are) working in the State Bank of India with the name, relationship, address etc.	**Please submit declaration certificate.**
23.	Registration details for the EPF/ESI and the Labour License details under the Labour Contract Act.	

I/We have read and understood the Press notice, Pre-qualification Notice & this Application form along with Annexure and my/our firm fulfills the ELIGIBILITY CRITERIA FOR QUALIFYING IN TECHNICAL BID described in this TENDER Notice.

(SIGNATURE OF AUTHORIZED SIGNATORY)

I/We hereby confirm and certify that the information given above is correct and true and the enclosures annexed herewith are genuine to the best of my / our knowledge.
I/We are authorized to sign and submit these documents.

I /We understand that if any stage it is found / noticed by SBIIMS that any information thus provided by us is untrue / incorrect partly or fully and in case of receipt of adverse / unsatisfactory report from other clients / Bankers, SBIIMS may not consider our application or may take any appropriate action against us.

I /We also understand that partly / wrongly filled application and / or applications not on prescribed pro-forma and / or applications not accompanying relevant documents / enclosures / annexed documents may liable to be summarily rejected by SBIIMS.
I / We understand that this is merely an application & does not entitles me /us to be necessarily qualified in Technical Bid by SBIIMS and SBIIMS reserves the right to reject all and / or any application without assigning any reason whatsoever.

All the terms & conditions, Technical Requirements etc. mentioned in this Tender are acceptable to us.

(SIGNATURE OF AUTHORIZED SIGNATORY)
NAME:
SEAL OF THE FIRM
PLACE:
DATE :-
Note: Please enclose all the Annexure with relevant supporting documents duly self attested.

Annexure-P

List of clients whose work has been undertaken/in operation for last 3 years (copy of work orders to be attached):

Sr. No.	Name of the Client, Location, and Name and Mobile No. of Contact Person	Details of Solar Systems installed with capacity of the Solar system in KW	Number of Employees engaged	Contract Value (Rs.)
1				
2				
3				

Signature of Authorized Representative _____

Name of Authorized Representative _____

Date: _____ Place: _____

Note: SBIIMS may make telephonic or written inquiries about the work done, including satisfaction of the client, and may also visit the client sites. Vendors should note that by providing the names of the clients in this form, they are authorizing SBIIMS to make inquiries about them with those clients.

Terms & Conditions of the Tender :-

1) The e-Tendering shall be conducted through Bank's Service Provider for finalization Clusterwise monthly hiring Rates (valid for 1 year for placing work order) as per BOQ placed at Annexure-A amongst the shortlisted vendors qualified in Technical Bid after scrutiny of the applications/Technical Bids received by SBIIMS.

2) The acceptance of any Technical Bid or otherwise will vest with SBIIMS and SBIIMS does not bind to accept any or all the applications received and reserves the right to reject any or all the applicants / vendors which do not fulfill all or any of the conditions and are incomplete in any respect, without assigning any reason whatsoever. The applicant shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of Technical Bid/Price Bid.

3) The EMD deposited shall not carry any interest. If the vendor, who quoted lowest amount in the Price Bid, backs out and will not execute the work in time, this deposited amount will be forfeited.

4) Selected vendor will be required to comply with all statutory requirements of the Govt. bodies. In case the they fail to comply with any of the statutory requirements, **SBIIMS** may pay the full or the unpaid balance due, as the case may be, either by deduction from any amount payable to the vendor under any contract, or as a debt recoverable from the contractor, **or by invoking the deposited amount with SBI, at the sole discretion of SBIIMS.**

5) **Opening & Evaluation of Technical Bids :-**

i) The Bidders' names, the presence or absence of requisite EMD and such other details, at the discretion of SBIIMS, will be announced at the time of technical Bid opening.

ii) Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances.

iii) SBIIMS will examine the Bids to determine whether they are complete in all respect and all required formats have been furnished. The submitted documents have been properly signed, and the Bids are generally in order.

iv) Prior to the detailed evaluation, SBIIMS will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, the Bid which conforms to all the terms and conditions of the Bidding Document without any deviations will be treated as a responsive Bid.

v) SBIIMS determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

vi) If a Bid is not responsive, it will be rejected by SBIIMS and shall not subsequently be made responsive by the Bidder by correction of the non-conformity.

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

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

ix) While evaluating the Technical Bids and awarding the contract, the Govt. of India Public Procurement(Preference to Make in India, Order 2017 will be complied as applicable.

6. Contacting the Bank :-

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

ii) Any effort by a Bidder to influence SBIIMS/SBI in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

7. Award Criteria :-

i) The user deptt. will award the Contract to the successful Bidder/s who has/have been determined to qualify to perform the Contract satisfactorily, and whose Bid has been determined to be responsive, and is the lowest evaluated Bid.

ii) The lowest (L1) bidder/vendor will be determined on the basis of the lowest rates quoted in e-Tendering **for each cluster** separately as per BOQ as at Annexure-A.

If the same bidder / vendor is L1 in more than 1 cluster and L1 bidder / vendor is more than one vendor, the allotment/distribution of Clusters to bidder / vendor will be at the sole discretion of the user deptt. , subject to matching the L1 rates by the L2, L3 vendors etc.. The split orders may be in the ratio of 50%, 30% and 20% of total orders for L1, L2 and L3 vendors respectively. In case vendor is not in a position to complete the job in stipulated time or not able to perform as per bank's satisfaction, Bank may, at its discretion, award the contract to L2/L3 vendors at L1 approved contract rate.

iii) The decision of user deptt. in allotment/distribution of Clusters to bidder/vendor will be final and binding on all the participating bidders/vendors.

iv) The contract will be awarded to the Bidders/vendors from time to time as per requirement of the user deptt. at the approved contract rates finalised through e-tendering within 1(one) year from the date of approval of the L1 rates.

8. Technical/Commercial terms & conditions :-

i) To supply, install, test, configure, commission & maintain the PV Solar power systems at ATM site located at different cluster areas in North Eastern Region identified by the user department.

ii) Vendor will conduct site feasibility survey for each ATM site and submit Feasibility Report before the installation of the equipment and obtain No Objection Certificate duly validated by the Branch Manger/Channel Manager of the respective ATM sites. The Solar system will be installed where it is found technically feasible and there is no objection from the Landlord of the premises of the respective ATM site.

iii) All the PV Solar system should have Centralized Remote Monitoring System at SBI Local Head Office, Guwahati. The Vendor will provide/install the latest technology available, if there is an improvisation in the model/technology during the course of installation of PV Solar system, Vendor will provide the latest technology at no extra cost to the Bank.

iv) The user deptt. reserves the right to ask for shifting the equipment to a suitable location depending upon the need. The Vendor will arrange to shift the equipment and install and commission the same. No payment shall be made if Bank considers for change of location of initially identified site before installation. However, if site is required to be changed after installation due to any reason beyond the control of Vendor, shifting expenses including transportation, de-installation, re-installation, stores/spares etc. will be reimbursed on actual basis, subject to a maximum of Rs. 5000/- per site.

v) The maximum response time for complaint from the site of installation (i. e. time required for supplier's maintenance engineers to report to the site after a request is sent over telephone/fax/email shall not exceed 4 (Four) hours for Urban area & 8(eight) Hrs for Semi-urban / Rural area and arrange for spare parts on a continuous basis within 24 Hrs.

vi) Obtaining of Road Permits, required Forms, Octroi, Cess, Toll Trade Tax etc. will be the sole responsibility of the Vendor. However, user deptt. will sign the necessary forms as per the requirements.

vii) The Vendor should undertake to guarantee a minimum up time of 98% and should execute service level agreement for the same.

viii) Vendor shall provide to the bank MIS report in the format as desired by the Bank from time to time and on real time basis.

ix) Solar Power System should be capable of providing power back-up for 12 hours per day and 24 hours (if 04 hours single phase grid power/raw power is available at the site), 365 days a year, irrespective of the rains and other weather conditions. However, Vendor shall ensure 12 hours Solar Power back-up for smooth functioning of the ATM in day time without any interruption in 365 days a year. The Vendor has to ensure that the system is capable of being charged by the grid/raw power as an additional option.

x) The Centralized Monitoring Systems should be capable of monitoring the uptime so as to monitor that power is available on 24X7 basis in 365 days a year. The vendor must submit uptime reports to the user deptt. on daily basis. Online access of the central monitoring system is to be given to user deptt. or it's Representative. Remote monitoring system report must contain following parameters.

a) Output Voltage

b) PV Solar Output in KWH

c) Grid / Generator power availability

d) PV Solar power / current generation

e) PV Solar power / current usage.

Expenses if any, for registration and continuous updation of URL/NIC for providing online real time monitoring system, will be borne by the Vendor.

xiii) The vendor will be fully responsible for doing the required civil and structural works for making the system fully operational. All electrical/ data cabling to connect the PV Solar systems, Battery Bank & Invertors including maintenance of it shall be vendor's responsibility. Vendor will be obliged to install PV Solar panel at such place as advised by the user deptt. at the ATM site.

xiv) Vendor should have the service center at Guwahati and SBI Regional business offices (RBO) in NE Circle where PV Solar system to be installed. If the vendor doesn't have the service center at any specified area, then an undertaking to establish the same within one month from the date of issue of the work order is to be furnished by the Vendor.

xv) If the vendor fails to fulfill its obligations under this arrangement, SBI shall have the right to terminate the contract.

xviii) The Bank reserves the right to shift the system to a suitable location depending upon the need. The vendor will arrange to shift the equipment and install and commission the same. In such cases Bank will beer only cost of transportation & transit insurance, if any.

9. PRE DISPATCH INSPECTION

SBIIMS shall be free to carry pre-dispatch inspection and when required. The vendor shall make all necessary arrangements for this purpose. Bank will also conduct the random acceptance testing of Solar Power System to ascertain the configuration and quality.

10. COMPLETION PERIOD

The installation of Solar Power Systems at ATM site should be completed within 4 weeks from the date of work order. The date of functioning of the ATM through Solar power will be taken as the date of completion.

11. PERFORMANCE BANK GUARANTEE [PBG] :-

The Vendor has to submit the Performance Bank Guarantee not less than an amount being 25% of the monthly rent for 1 year or Rs.5.0 Lakh whichever is less to SBI, LHO, Guwahati valid for a period of 60 months from the date of signing the contract from a Scheduled Commercial Bank other than SBI within a week of receipt of formal communication from the Bank about their successful bid. Work Order will be issued only after receipt of the Performance Bank Guarantee. In case Vendor fails to perform the contract, Bank shall invoke the Performance Bank Guarantee [PBG] to recover penalty/damages or any other amount due to the Bank /amount recoverable, the right to invoke the BG for any non compliance of the terms and conditions

12. DETAILS OF LICENSES

The Vendor must furnish a list of all the licenses, number of all the softwares supplied by the Vendor, along with a COA (Certificate of authenticity) from respective Original Equipment Manufacturers (OEMs). This shall be submitted along with invoices. However, the Vendor will be solely responsible for supply installation and maintenance of independent Solar Power Systems on built, own and operate basis.

13. INSURANCE

Vendor will get the Insurance cover for the systems installed during the tenure of the contract period. The cost of the same wail be borne by the Vendor who will take care of the safety and security of Solar Power Systems installed at the ATM sites. Further, in case of loss to the system due to theft or any damages due to any reason, the Vendor will claim damages from insurance Company and SBI/SBIIMS shall not be liable for any such damages .

14. MAINTENANCE

The Vendor shall provide free maintenance services during the contract period of 5 years. Professionally qualified personnel with duly verified antecedents/ credential who have expertise in the solution supplied by the Vendor shall provide these services. During the maintenance period, the Vendor shall guarantee, on monthly basis an uptime of 98% The maximum response time for maintenance complaint (i.e. time required for vendor's maintenance engineers to report to the installation after a request call/fax/e-mail Is made or letter is written) shall not exceed 48(Forty eight) hours. Further the vendor shall keep sufficient number of systems in stock so that the damaged system is replaced within 3 days. Vendor must share escalation matrix with us for smooth working.

15. RELOCATION

Vendor shall ensure that relocation of the solar system is done within 2 weeks' time from the date of placing the order and rent will be paid for a maximum intervening period of 2 weeks.

16. PENALTY

a) For delay in supply and installation :-

The complete Solar Power System for ATM should be delivered and installed at the identified ATM site within 4 weeks of placement of order. A penalty of Rs. 2000/- per week per location shall be charged by the user deptt. in case of delay in installation with maximum delay of 10 weeks. Beyond this the user deptt. shall have the option of cancelling the orders/ or forfeiting the EMD/invoking Bank Guarantee unless delay is on part of SBI or reasons beyond control of both vendor/SBI.

b) For delay in operationalization/ not providing 98% uptime-

In case solar power system for ATMs is not able to provide power for 98% of the 24 hours daily (provided grid power is available for minimum 4 Hrs in a 24 Hr cycle at unpredictable time) (12 hours daily day-operations is must) then penalty will be calculated as under:

i) For Daily uptime<98% to >=96%, penalty will be 20% of per day rent

ii) For Daily uptime<96% to >=90%, penalty will be 40% of per day rent

iii) For Daily uptime<90%, penalty will be 60% of per day rent

If grid power is not available/ available less than four hours in a day, no penalty will be charged for uptime of 90% and above based on monthly report submitted by vendor. In addition to the above, if the system remains non-functional based on hours as monitored by the Vendor Centralised Monitoring system or from lodgement of complaint by the Bank, a Penalty of 10% of total monthly rentals will be levied for each day of failure beyond 24 hours. In extraneous circumstances, beyond the control of Vendor, the Bank may at its discretion will not levy penalty for the affected period. SBI decision would be final. If incident of break down (more than 4 Hrs between 8 AM to 8 PM) of the equipment occurs three times a month in a particular site, then the order may get cancelled for that particular site. Bank may also recover the cost incurred in installing the new UPS and batteries at the site.

c) Calculation of penalty will be based on the MIS report (Uptime Report) provided by the vendor after due verification by the user deptt. The penalties referred in clause a & b above may be recovered from the future rentals and /or by invoking the performance bank guarantee or separately realized from the vendor. If the incident of breakdown (more than 04 Hrs between 8 am to 8 pm) of the equipment occurs three times a month in a particular site then order stands automatically cancelled for that particular site and expenditure incurred to re- install the earlier UPS system at that site will be borne by the Vendor.

17. LIQUIDATED DAMAGES

Delivery of goods and performance of Services shall be made by the Vendor in accordance with the time schedule specified by the Bank. Any delay in performance of the obligation by the vendor will result in imposition of liquidated damages and/or termination of rate contract for default.

18. ASSIGNMENT

The vendor shall perform its obligations under the contract personally and shall not assign, in whole or in part its obligations to perform under the contract or any third party.

19. RESOLUTION AND DISPUTES

All disputes or differences whatsoever arising between the parties shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996,and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of the courts at Guwahati. During the arbitration proceedings the vendor shall continue to work under the Contract unless otherwise directed in writing by the bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, is obtained. The venue of the arbitration shall be Guwahati.

20. PATENT RIGHTS

The vendor shall indemnify SBI against all third party claims of infringement of patents trademark or industrial design rights arising from use of the Goods and part thereof in India.

i. The suppliers shall at their own expense, defend and indemnify the Bank against all third party claims of infringement of intellectual property rights including patent, trademark, copyright, trade/data secret industrial design rights arising from use of the products or any part thereof in India / abroad.
ii. The vendor shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to third Party resulting from such infringement, the supplier shall be fully responsible there for including all expenses, court and legal fees. SBI will give notice to the Vendor for any such claims without delay, provide reasonable assistance to the Vendor in disposing of the claims and shall at no time admit to any liability for or express any intent to settle the claims.

21. LIMITATION OF LIABILITY

Vendor's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

a) IP Infringement indemnity

b) Bodily injury (including Death) and damage to real property and tangible property caused by Vendor's gross negligence. For the purpose of the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by bank on the Vendor that gave rise to claim, under this tender. Vendor shall not be liable for any indirect, consequential) incidental or special damages under the agreement/ purchase order.

22. FORCE MAJEURE

Notwithstanding the above provisions, the Vendor shall not be liable for penalty or termination for default to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this clause, “force majeure" means an event beyond the control of the Vendor and not involving the vendors' fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. if a force majeure situation arises, the Vendor shall promptly notify the bank in writing of such condition and the cause thereof. Unless otherwise directed by the bank in writing, the Vendor shall continue to perform its obligation under the contracts far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

23. TERMINATION OF CONTRACT

The User Deptt. reserves the right to terminate the contract by giving 30 days' notice to the Vendor if the vendor fails to fulfill its obligations under this agreement and Black List the vendor.

24. RELIABILITY

Since the equipment shall be installed at critical sites, the equipments so offered should be capable of generating specified solar power at least 24 hours during the day 365 days a year. The PV solar Power Supply should be a continuous supply of demanded power and not the peak power. For installation of Solar Power panels at ATMs, UPS/Panel within the Overall load will be required to be installed for supplying power to ATM site including specified capacity of solar power as described in BOQ as at Annexure-A.

25. INDEMNITY

Vendor shall have to indemnify the Bank against any loss/expenditure incurred or any Dispute/ claims from anybody for having used/using patented designs in their hardware pertaining to this order only Any Patented design used in PV Solar Power System equipment shall be under manufacturer's license agreements and a copy of such agreement authorizing the Vendor to manufacture the patented design shall be given to the user deptt. The Vendor shall furnish indemnity bond for providing adequate maintenance/service support for their PV Solar Power System which Bank shall have the right to proceed against the Vendor for damages legally or otherwise.

26. SITE PREPARATION AND INSTALLATION

The Bank will designate the installation site before the scheduled installation date to allow the vendor to perform a site inspection to verify the feasibility of the sites before the installation/commissioning of the system.

27. PATENT RIGHTS

The Vendor shall indemnify SBI against all third party claims of infringements of Patents, trademark or industrial design rights arising from use of the goods and part thereof in India.

i)The vendors shall at their own expenses, defend and indemnify SBI against all third party claims or infringements of intellectual property rights, including patent, trademark, copyright , trade/data secret or industrial design rights arising from the use of the products or any part thereof in India or abroad.

ii) The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is ready to pay compensation to third party resulting from such infringement, the supplier shall be fully responsible therefor including all expenses and court and legal fees etc.

iii) SBI will give notice to the supplier of any such claims without delay, provide reasonable assistance to the supplier in disposing of the claims, and shall at no time admit to any liability for or express any intent to settle the claims.

28. USE OF CONTRACT DOCUMENTS AND INFORMATION

The vendor shall not without SBI's prior written consent, make use of any document or information provided by them in Bid document or otherwise except for purposes of performing contract.

29. PRE-DISPATCH INSPECTION

SBIIMS shall be free to carry out pre-dispatch inspection as and when required the vendor shall make all necessary arrangement or this purpose. SBIIMS may also conduct the random acceptance testing of PV Solar Power System to ascertain configuration and quality.

30. **Quoted Rates** :-

The quoted rate will be monthly charges for **Hiring of 2.0 KWp Solar Power system for** providing power back-up to the SBI ATM by installing Solar Power system at ATM site. The monthly hiring rate should be quoted considering the cost towards conducting site **feasibility survey including travelling expenses,** s**ubmission of feasibility report, obtaining of No Objection Certificate (NOC) from the respective landlord of ATM premises / Branch Manager/ Channel Manager of SBI for installation of Solar Power System at ATM site including cost towards complete design, engineering, manufacture, supply of all the materials required , storage, civil work, erection, testing & commissioning of rooftop solar PV system for ATM site including Operation, Maintenance &** Centralized **Remote monitoring system of the solar system and up-gradation of the system at the cost of the vendor during contract period of 5 years.**

The quoted rate should also be quoted considering the cost for supply of all the equipments/materials required for the Solar Power System specified, labour, wages, fixtures, transportation, installation, all taxes & charges , cost of the insurances, cost towards testing of materials supplied, wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work. However, **GST will be extra as applicable.**

The approved accepted Rate will be valid for 1(one) year for placing the work order from the date of acceptance of the Rate Contract by SBIIMS. During this 1 year rate validity period, work orders will be issued from time to time as per the requirement of the Bank at the same approved rate by the user Deptt. i.e Channel Management & Customer Service, State Bank of India, Local Head Office, Guwahati, 4th floor, A-block, Dispur, Guwahati – 781006 (Assam) .

The monthly hiring rate will be firm throughout the contract period of 5 years and shall not change at any event during the contract period. **The contract period of 5 years may be extended for a further period, subject to mutual consent of the user deptt. and the vendor.**

31. DELAY IN THE SUPPLIER'S PERFORMANCE

Delivery of the goods and Performance of the Services shall be made by the supplier in accordance with the time schedule specified by bank. Any delay in performing the obligation by the supplier will result in imposition of liquidated damages and/or termination of the contract for default.

32. Contract Agreement: On receipt of intimation of the acceptance of tender, the successful vendors shall be bound to implement the contract as per draft SLA as at Annexure - Band within seven days thereof he shall sign an agreement in a non judicial stamp paper of appropriate value.

ANNEXURE - B

SLA Terms & Conditions
Agreement for …….
between
M/s…….
and
State Bank of India (SBI)

THIS Agreement is made by and between State Bank of India, a corporation incorporated under State Bank of India Act 1955 having one of its offices at…….. State Bank of India, Channel Management & Customer Service Department, Local Head Office, Guwahati, 4th floor, A-block, Dispur, Guwahati – 781006 (Assam). (hereinafter referred to as the "The Bank**"**) which expression shall unless repugnant to the context, mean and include its successors and permitted assigns,

And

M/s…… …..having its registered Office at……<*Please provide address of the Service Provider*> which expression unless repugnant to the context shall mean and include its successors and permitted assigns. SBI and M/s…… are each sometimes referred to individually as a "Party" and together as the "Parties."

WHEREAS, The Bank is desirous of availing or is availing services for _____;
(i) Rate will be valid for hiring of Solar Power system for providing power back-up to SBI ATM sites spread across State of Assam, Arunachal Pradesh, Meghalaya, Manipur, Tripura, Mizoram and Nagaland in North Easter Circle on monthly hiring charges for 5 years period from the date of awarding the work order at the discovered L1 rates and the contract period of 5 years may be extended for a further period, subject to mutual consent.
and
(ii) The Service Provider has agreed to provide the services as may be required by the Bank

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. COMMENCEMENT & TERM (Delete clauses that are not applicable)

1.1 This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from _____ (**Effective Date**).

1.2 This Agreement shall be in force for a period of 1(one) year, unless terminated by the either party by notice in writing in accordance with the termination clauses of this Agreement.

1.3 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

2 SCOPE OF SERVICES:

2.1 The scope and nature of the work which the Service Provider has to provide to the Bank (Services) is as follows: 2.1.1 _____
2.1.2 _____
2.1.3 _____
OR

2.2 The scope of services is defined in the Tender No…….dated…….. and the Purchase Order dated dd/mm/yyyy issued to …….< name of the Service Provider>

2.3 All terms and conditions shall be same as mentioned in the Tender No ……dated …….. and the aforesaid Purchase Order dated dd/mm/yyyy
2.4 Copies of the above documents are appended to this agreement and shall form part & parcel of this agreement
j) Professionally qualified personnel who have expertise in the same area will provide these services.

k) The Vendor will provide the hiring services of Solar Power system for providing power back-up to the ATM and related equipment in the allotted ATM sites.

l) The project should be completed at scheduled date.

3. NO term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.

4. SUBCONTRACTING:

4.1 The VENDOR will not subcontract or permit anyone other than the VENDOR personnel to perform any of the work, services or other performance required of the VENDOR under this agreement without the prior written consent of the Bank.

5. CONFIDENTIALITY:
5.1 The VENDOR acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to Bank will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The VENDOR agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and nondisclosure of confidential information under this agreement are fully satisfied. In the event of any loss to the Bank in divulging the information by the employees of the VENDOR, the bank shall be indemnified. The VENDOR agrees to maintain the confidentiality of the Bank's information after the termination of the agreement also.
5.2 The VENDOR/Bank will treat as confidential all data and information about the VENDOR/Bank/Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

By_____	By_____
Authorized Signature	Authorized Signature
Name_____	Name_____
Designation_____	Designation_____
Date:_____	Date:_____
Witness:_____	Witness:_____