



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

**EXPRESSION OF INTEREST FOR INSTALLATION OF DIFFERENT CAPACITIES OF REMOTE
MONITORING BASED SOLAR POWER SYSTEMS
AT SBI BRANCHES / OFFICES/RESIDENCE IN NORTH EASTERN CIRCLE
ON MONTHLY HIRING BASIS FOR A PERIOD OF 5(FIVE) YEARS.**

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1. NOTICE INVITING EXPRESSION OF INTEREST
VIDE TENDER ID : GUW202001003 DATED 13.01.2020

On behalf of State Bank Of India, L.H.O., Guwahati, Expression Of Interests (EOI) 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 installation of different capacities of Remote Monitoring Based Solar Power System at SBI Branches/offices/Residences in North Eastern region for a contract period of **5(five) years**. e-Tendering(Price Bid) will be conducted as per requirement of SBI 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	<p>i) Installation of different capacities of Remote Monitoring based Solar Power system for providing power back-up to the PCs, Lights, Fans etc. for Branches/Offices and Street Lights, water pumps etc. of the Residences for at least 9 Hrs , 365 days a year, irrespective of the rains and other weather conditions in SBI North Eastern Circle along with complete design, engineering, manufacture, supply of all materials, storage, civil work, erection, testing & commissioning of rooftop solar PV system at identified site including Operation, Maintenance, repairs, replacement of the Centralized Remote monitoring solar system and up-gradation of the system at the cost of the vendor during contract period of 5 years.</p> <p>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.</p> <p>iii) Obtaining No Objection Certificate (NOC) from the respective landlord of the premises / Branch Manager/Office Head of SBI for installation of Solar Power System at the identified sites located in North Eastern region at the cost of the vendor.</p> <p>iv) Bidder has to provide DG sets at its own cost, in case of exigencies/ unforeseen circumstances, when there is no solar power back-up.</p> <p>v) Solar System uptime should not be less than 98% else the penalty will be charged as per penalty slabs mentioned in the RFP.</p> <p>vi) Daily availability report of each system, in the format approved by Bank, is to be submitted to the Bank Authorities / Branch.</p> <p>vii) Bidder has to provide redundancy by installing two UPS, so that in case of any failure, Branch working may not suffer.</p> <p>viii) Initially, identified Branches would preferably located in power deficient rural and semi urban areas and presently heavily dependent on DG sets. After installation of proposed solar system, existing DG set will be removed.</p>
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			<p>The Bank reserves the right to decide the number of branches/sites, as per the requirements of the Bank and also to install the systems in Urban branches, at the approved rates, terms & conditions in future.</p>
2.	User Department	:	<p>Premises & Estate Department, State Bank of India, Local Head Office, Guwahati, 4th floor, A-block, Dispur, Guwahati – 781006 (Assam).</p>
3.	Availability of EOI documents	:	<p>EOI documents can be downloaded from the Bank's website www.sbi.co.in under section 'Procurement news' upto 31.01.2020.</p>
4.	Technical Bid	:	<p>The EOI - 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 Branches/Offices/Residences 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 31.01.2020 upto 02:00 PM alongwith the followings :-</p> <p>i) <u>Tender Application Fee</u> amounting to ₹5,000.00(Rupees Five thousand only) (Non-Refundable) will be paid by the Bidders only through State Bank Collect(SB Collect an efficient MIS report generating tool). The steps involved in making the payment is provided at Annexure-D.</p> <p>ii) <u>Earnest Money Deposit (EMD)</u> amounting to ₹6,00,000.00(Rupees Six 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.</p> <p><u>Date and Time of opening of Technical Bids :-</u> On 31.01.2020 at 03.00 PM</p>

			<p>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.</p> <p>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.</p>
5.	Price Bid	:	<p>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 the branches/offices/residences. Immediate requirement is approximately 60 sites.</p> <p>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.</p> <p>The bidder should have valid digital signature for participation in e-Tendering.</p>
6.	Validity of EOI	:	<p>EOI 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 SBILMS without prejudice to any other right or remedy, SBILMS shall be at liberty to forfeit the EMD.</p>
7.	Contact details for any clarification	:	<p>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</p>
8.	Contact details for any e-Reverse Auction related queries	:	<p>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.</p>

10.	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 Technical Bids 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.	

Annexure-D

The steps involved in making the payment through SB Collect are as under :-

1. The Vendor needs to use SBI internet banking site <https://www.onlinesbi.com/>.
2. Select "**SB Collect**" from Top Menu, that will lead to the next page:
3. "**Proceed**" will lead to the next page:
4. Select "**All India**" in "State of Corporate / Institution " & Select "**Commercial Services**" in "Type of Corporate / Institution".
5. "**Go**" will lead to the next page:
6. Select "**SBI Infra Management Solutions**" in Commercial Services Name and "**Submit**"
7. Select "**Tender Application Fee**" in "Payment Category" and enter the "**Tender ID**" exactly as we preloaded with characters in Uppercase only in place of Circle Codes.
8. The next Page will be ready with few of the Preloaded Tender Details:
9. The Vendor will have to fill up the fields properly and upon making the payment a receipt will be generated with a Reference No.

Note :- Any type of vendor/contractor, whether dealing with SBI or other Bank can use this SB Collect facility. Even a contractor/vendor not dealing with any Bank, use this portal and generate challan and deposit by cash in any SBI branch. The Bank charges for cash deposit will be also borne by the vendor/contractor himself.

2. MINIMUM ELIGIBILITY CRITERIA FOR QUALIFYING IN TECHNICAL BID :-

A. Only those applicants who possess the following minimum eligibility criteria for qualifying in Technical Bid should apply along with documentary proof.

- i) The applicant shall be an established company/vendors having experience in providing solar power back-up by installation of Remote Monitoring based 3.75 KWp (minimum Solar Panel capacity) Solar power system with Battery Back-up at minimum 50 Nos. of sites (completed or in operation) in PSU/ Banks/State and Central Govt. Organizations/reputed IT companies, Insurance companies, reputed Hospitals etc. during last 7 years.
- ii) The Applicant's average **Annual Financial Turnover** during last 3(three) years ending 31st March, 2018 should be at least **INR 180.00 lakh** from Solar Business only.
- iii) Bank's solvency certificate amounting to **INR 180.00 lakh**.
- iv) **Company/vendor's shall have service centre in North Eastern Region of India for providing after sales service in time.**
- 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, as applicable.
- vi) **The applicant must be in operation for minimum 3(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.**
- viii) Bidder should not be a defaulter /NPA at any point of time to any Bank/Financial Institution.
- ix) The bidder should not be blacklisted by any Bank/Financial Institution.

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

- a) Work order & completion/satisfactory certificate from the clients(as mentioned above in 2.A.i) whose works(completed or in operation) have been undertaken during last 7(Seven) years. List of minimum 50 sites mentioned in 2.A.i) should be enclosed with full address. Sample reports / Data from Remote Monitoring Tool is also to be submitted with Technical Bid.
- b) Certificate / License for appropriate authority, as applicable.
- c) PAN Card in the name of the proprietor/firm/company.
- d) Goods & Service Tax(GST) registration.
- e) Documents for Applicant's average **Annual Financial Turnover** during last 3(three) years ending 31st March, 2019 with minimum **INR 180.00 lakh**.
- f) Details of Staff/Engineer/Technicians engaged by the firm.
- g) Latest valid Bank's solvency certificate amounting to **INR 180.00 lakh**.
- h) Details of service centre/Undertaking to establish the service within **three months** from the date of issue of the work order.
- i) Income Tax return for last 3(three) years ending 31st March, 2019.
- j) Document as proof of year of Establishment of the firm with not less than 3(three) years
- k) Trade License.
- l) The cut-off date for reckoning experience would be 31st December, 2019.
- m) Certificate from External CA regarding NPA or defaulting to Bank/Financial Institution.
- n) Certificate from CS regarding the blacklisting by any Bank / Financial Institution.

3. 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 similar 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	
13.	PAN No. (Income tax)	
14.	Goods & Service Tax(GST) No.	
15.	Whether last three years IT returns filed (Pl. enclose certified copies of the IT returns of the last three FY years i.e 2018-19, 2017-18, 2016-17.	
16.	Details of similar works in operation/completed	Please fill up enclosed Annexure -E & enclose copies of work completion /in operation certificates
17.	Details of Key Personnel Permanently employed.	
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 the Affidavit as per Annexure-B
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. (The Tenders from Individual/Firms/Organisations including their Partners/Directors who have been blacklisted/prosecuted by any departments/statutory bodies, anywhere in India or by any Court of Law, shall not be entertained).	Attach the Affidavit as per Annexure-B
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 EOIs documents 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-E

List of clients whose work has been undertaken/in operation for last 7 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 works	Nos. of Sites where solar systems have been provided as per work order
1			
2			
3			
Total Nos. of Sites			

Signature of Authorized Representative _____

Name of Authorized Representative _____

Date: _____

Place: _____

Note: SBIIMS may make telephonic or written inquiries about the work done/in operation, 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.

ANNEXURE-B

AFFIDAVIT ON A NON JUDICIAL STAMP PAPER DULY NOTARIZED

(To be stamped as per Stamp Act prevailing at the centre of execution)

I, _____, sole proprietor/partner/authorized signatory of M/s. _____ public / private limited company, having its registered office at.....(Full Address) do hereby solemnly affirm and declare as under:-

1. That our company is not blacklisted by any Bank/ State Government / Central Government / Financial institution, etc.
2. That our company has never been convicted or have any cases pending including cases relating to cheating/fraudulent activities, etc., in the Court of Law, filed by any PSU / Bank/ State Government / Central Government / Financial institution / autonomous body.
3. That our company has never defaulted in execution of any contract, work order, Letter of Intent issued / awarded by any PSU / Bank / institution / State Government / Central Government / Financial institution and has no suit for recovery filed by any govt. organization against us for violation of terms and conditions of tenders.
4. That our Company has an unblemished past track record and our company was never declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any of the above mentioned organizations of Government of India or State Government or autonomous bodies of the Government / PSU Banks for any reasons whatsoever.
5. That after issuance of Work Order / Letter of Intent / Letter of Award, our company has not refused any work and our LOI / LOA has never been cancelled due to non compliance of any terms of RFP / Tender document and /or our EMD has never been forfeited by any Government Department / Undertaking / PSU for any reasons whatever.
6. That no customer of our company is dissatisfied with the Services provided by us and our services are found to be satisfactory by all our clients / PSUs / Banks / Government Departments / other customers.
7. That we are not defaulter of any Bank and our accounts are not NPA at present.

DEPONENT

(Signature of the Authorised Signatory / Proprietor / Managing Partner / Director with Seal)

Verified at on.....that the contents of Para 1 to 9 above are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

DEPONENT

(Signature of the Authorised Signatory / Proprietor / Managing Partner / Director with Seal)

(Signature & Seal of Notary)

4. Terms & Conditions :-

- 1) The e-Tendering shall be conducted through Bank's Service Provider for finalization monthly hiring Rates as per BOQ placed at Annexure-A amongst the shortlisted vendors qualified in Technical Bid after scrutiny of the EOI - 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 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) SBIIMS 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 as per BOQ as at Annexure-A.
In case L1 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 sites 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 rates finalised through e-tendering within 1(one) year from the date of approval of the L1 rates.
- v) The price Bid through e-tender may be conducted amongst the technically qualified vendors for installation of different capacities of solar power systems(which are not incorporated in this price Bid) on monthly hiring basis in future as per requirement of user deptt.

8. Technical/Commercial terms & conditions :-

i) To supply, install, test, configure, commission, maintain, repairs, replacement of the PV Solar power systems at SBI Branch/office/Residence sites located at different areas in North Eastern Region as identified by the user department.

ii) Vendor will conduct site feasibility survey for each Branch site and submit Feasibility Report before the installation of the equipment and obtain No Objection Certificate duly validated by the Landlord of the premises/ SBI Branch Manager/SBI Controlling authority of the respective Branch/office/residence 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 site.

iii) The vendor should have Centralized Remote Monitoring system to monitor the performance of all the PV Solar systems, in near realtime, on different parameters. The access of the monitoring portal is to be provided to the Bank so that they may also monitor the sites.

iv) 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.

v) 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.

vi) 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.

vii) 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.

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

ix) 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.

x) Solar Power System should be capable of providing power back-up for 9 hours per day , 365 days a year, irrespective of the rains and other weather conditions. The Vendor has to ensure that the system is capable of being charged by the grid/raw power as an additional option.

xi) 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 Branch 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 bear 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 8 weeks from the date of work order. The date of functioning of the branch 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 Rs.10,00,000.00 (Rupees Ten Lakh only) valid for a period of 5(Five) years from the date of signing the contract from a Scheduled Commercial Bank other than SBI or Security Deposit amounting to Rs.10,00,000.00 (Rupees Ten Lakh only) in the form of Bank's draft in favour of Astt. General Manager(P&E), SBI, LHO, PREMISES & ESTATE Department Misc. Deposit account, maintained at SBI, Dispur Branch, IFSC code-SBIN0003030) within a week of receipt of work order. In case Vendor fails to perform the contract, Bank shall invoke/forfeit the Performance Bank Guarantee [PBG] /Security Deposit to recover penalty/damages or any other amount due to the Bank /amount recoverable for any non-compliance of the terms and conditions of the tender.

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 will be borne by the Vendor who will take care of the safety and security of Solar Power Systems installed at the 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 Branch should be delivered and installed at the identified sites within 8 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 Branch is not able to provide power for 98% of Branch/Office Working hrs i.e. 9.00AM to 6.00PM or power back-up 98% for residence , 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 lodgment 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) 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) 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 sites, UPS/Panel within the Overall load will be required to be installed for supplying power to the Branches/offices/residence 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 for this purpose. SBIIMS may also conduct the random acceptance testing of PV Solar Power System to ascertain configuration and quality.

30. MONTHLY HIRING RATES

(i) The quoted rate will be monthly hiring charges for providing power back-up to the **Branch/Office/Residence** with other necessary electric load requirement by installing Solar Power system at the respective Branch site. The hiring rate should be quoted considering the cost incurred by the vendor towards conducting feasibility survey of all the Branch sites including travelling expenses, submission of feasibility report including list of technically feasible & suitable Branch sites for installation of rooftop Solar Power system, obtaining of No Objection Certificate (NOC) from the respective landlord of BRANCH/Office/Residence premises / Branch Manager/Controlling authority of SBI for installation of Solar Power System at sites 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 the 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 covering all risk policies, 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 including cost of repairs, replacement of the spare parts/ Batteries, any equipments of the solar system. SBI/SBIIMS WILL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGES, THEFT, LOSS DUE TO NATURAL CALAMITIES ETC. **However, GST will be extra as applicable.**

- (iii) The monthly hiring rate will be firm throughout the contract period of **5 years from the date of issue of work order** and will be paid as per approved rate monthly hiring rate without any enhancement during the contract period of 5 years.
- (iv) The contract period of 5 years may be extended for a further period, subject to mutual consent at the same terms & conditions and rates.
- (v) Work order may be awarded for **additional suitable & technically feasible sites** as per the requirement of the Bank at the same approved rates within 1 (One) year from the date of finalization of the price bid.

31. PAYMENT TERMS

- 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 respective branches/offices/controlling authority of the residence. After verification of uptime report submitted by the Vendor and deducting the penalties, if any, the head of the respective branches/offices/controlling authority of the residence will make payment for the monthly hiring charges due within 7 days.
- 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.
- iv) Income Tax/GST TDS will be deducted at source as per Govt. Guidelines.
- v) The vendor should comply with the following :-
 - a) Vendor should have GST Registration Number.
 - b) Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision.
 - c) In case of Correction in the bills after scrutiny, vendor should submit fresh GST Invoices for payment.
 - d) Vendor should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the vendor.

22. Liquidated Damages for Delay :- If the bidder is not able to complete the work 6 weeks from the date of issue of work order, 0.5 % Per week on the contract rates, subject to total amount of 5% of Contract Value per Cluster, will be levied as liquidated damages for the delayed period.

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 – C and within seven days thereof he shall sign an agreement in a non judicial stamp paper of appropriate value, subject to approval of Law deptt. of SBI.

ANNEXURE - C

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 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 Nodated 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 SBI sites and related equipment in the allotted the 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:_____

