



**SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.  
(SBIIMS)**

**(WHOLLY OWNED SUBSIDIARY OF SBI)  
JAIPUR CIRCLE OFFICE**

**TENDER FOR HIRING OF 50\* REMOTE MONITORING**

**SOLAR POWER SYSTEMS WITH 24 HR. POWER BACK UP  
ON MONTHLY HIRING BASIS FOR A PERIOD OF 5 YEARS**

**ANY WHERE IN RAJASTHAN**

**TENDER ID-JAI202005002**

**\*(Likely to be increased)**

## **Notice Inviting Tender**

**Tender ID: JAI202005002**

SBI Infra Management Solutions Pvt. Ltd. on behalf of State Bank of India invites online Tenders from eligible bidders for providing Remote Monitoring Based Solar Power System for power back-up to SBI ATM's under control of Jaipur Circle anywhere in Rajasthan state (Sites as finalized by SBI/SBIIMS) on Hiring basis as per the criteria specified in the tender document.

1.	Name of Work	:	<b>Hiring of Remote Monitoring Solar Power Systems for power back-up to SBI ATM'S in Jaipur circle</b>
2.	Time allowed for completion	:	As specified in the subsequent pages in the tender document.
3.	Earnest Money Deposit (2% of the Estimated One year contract value)	:	<b>Rs. 100000/- (Rupees One Lacs only)</b> by crossed Bank Draft/ Banker's Cheque drawn in favour of State Bank of India, Jaipur( <b>To be enclosed in sealed envelope as a part of Technical Bid</b> ).
4.	Security Deposit	:	<i>The Vendor has to submit 5% of the total contract value of five year (No. of ATM sites x monthly rent x 60) in the form of a STDR/FDR in joint A/c of Bank &amp; Contractor as security deposit for the total contract period until and unless the same comes to end by termination, expiry or as decided by SBI/SBIIMS, duly discharged in favour of the Bank or as performance Bank guarantee with the format and clauses as defined by SBI/SBIIMS. The security deposit will be refunded on expiry/termination of the contract as the case may be after adjusting the dues payable by the contractor to the Bank Work Order will be issued only after receipt of the Security Deposit/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 noncompliance of the terms and conditions.</i>
5.	Processing Fee of Tender Documents Fee Collection will be accepted till <b>13/06/2020</b>	:	<b>A non-refundable amount of Rs 5,000/- (Rupees Five Thousand only) To be deposited online through SB Collect <a href="https://www.onlinesbi.com">https://www.onlinesbi.com</a> the procedure is detailed in NIT subsequent pages. Online Generated Receipt of the Tender Fee should be enclosed in the technical Bid.</b>

6.	Pre- Bid Queries		Clarification can be sought through mail on <a href="mailto:balkrishan.mutha@sbi.co.in">balkrishan.mutha@sbi.co.in</a> by 05/06/2020 , 1.00 PM (Mob. 9414967739)
7.	Last date and time of receipt of Tenders (Technical Bid & Price Bid)	:	<b>13/06/2020 up to 3:00 P.M.</b>
8.	Address at which the Tenders are to be submitted	:	<p><b><u>Technical Bid:</u> - to be submitted in hard copy at SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.</b> Circle Office, 1st Floor, SBI Administrative office A-5 Nehru Place, Tonk Road, Jaipur Email: <a href="mailto:headjai.sbiims@sbi.co.in">headjai.sbiims@sbi.co.in</a>, Ph; 0141-2745273/49.</p> <p><b><u>Price Bid :-</u></b> Price Bid to be uploaded online <a href="https://etender.sbi/SBI">https://etender.sbi/SBI</a></p>
9.	Date and time of opening of Tenders	:	<b>15/06/2020 at 2.30 p.m. technical Bid &amp; 22/06/2020 online price bid, 3.00 PM</b>
10.	Place of opening Tenders	:	<p><b>SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.</b> Circle Office, 1st Floor, SBI Administrative office A-5 Nehru Place, Tonk Road, Jaipur Email: <a href="mailto:headjai.sbiims@sbi.co.in">headjai.sbiims@sbi.co.in</a>, Ph; 0141-2745273/49</p>
11.	Defects Liability Period	:	NA
12.	Validity of Offer	:	12 Months from the date of opening the Price Bid.
13.	Liquidated Damages	:	Rs. 2000/- per week per location shall be charged by the SBI/SBIIMS in case of delay in installation with maximum delay of 8 weeks.
14.	Note		<p><i>The vendor has to obtain all necessary approvals/permissions, liasioning if any from the appropriate government authorities required for the completion of the above contract at the site mentioned in this tender. The vendor has to comply all the rules and regulations which are necessary for the execution of the contract and shall indemnify the SBIIMS/SBI from all legal and monetary liabilities arising due to the violation of the approvals/permissions, rules and regulations.</i></p>

15	Availability of Tender Documents	Tender documents to be downloaded from the Bank's website procurement news <a href="https://www.sbi.co.in/under">https://www.sbi.co.in/under</a> "procurement-news" or SBI e-tender portal <a href="https://etender.sbi/SBI">https://etender.sbi/SBI</a>
16	For E-Tender related queries	Service provider: e-Procurement Technologies Ltd. Ahmadabad. HelpDesk: Contact Person: Miss Bina Soni, PH:-079-68136889, 6354919566 e-mail: <a href="mailto:bina.soni@auctiontiger.net">bina.soni@auctiontiger.net</a>

**Mode of Submission of Tender:** The tender shall be submitted in both physical and online in two cover system in accordance with the procedure detailed herein below. Specified documents shall be sealed in envelopes of appropriate size each of which shall be sealed.

1. First Envelope marked **Cover 1** shall contain Earnest Money Deposit along with Covering Letter and Online receipt of Processing Fee of the Tender Document.
2. Envelope marked **Cover 2** shall be of adequate size and shall contain envelopes marked **Covers 1 & tender document** should be properly sealed & signed. This envelope shall be endorsed on the outside face asunder:

**“Hiring of Remote Monitoring Based Solar Power Systems for power back-up to SBI ATM’S in Jaipur circle”**

The envelope marked Cover 2 containing the tender documents as per instructions mentioned above shall be submitted in the office of  
**VICE PRESIDENT & CIRCLE HEAD, SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.,**  
Circle Office, 1st Floor, SBI Administrative office, A-5 Nehru Place, Tonk Road, Jaipur.

**ON OR BEFORE 3.00 p.m. on 13/06/2020**

Envelope marked Cover 1 & Cover 2 containing Earnest Money Deposit along with Covering Letter and online receipt of the Processing Fee of Tender Document, tender document will be opened if the Earnest Money Deposit, Processing Fee of Tender Document, tender document is not found as prescribed, the tender shall be rejected.

1. **CONDITIONAL TENDER OR INCOMPLETE TENDER SHALL BE SUMMARILY REJECTED.**
2. Corrigendum if any will be published on SBI e-tender portal <https://etender.sbi/SBIETENDER> and [www.sbi.co.in](http://www.sbi.co.in) under “procurement news”
3. **Online price bid will be opened for only technically qualified vendor on 22/06/2020, 3.00 PM**

4. The vendor has to submit the self-attested stability certificate of the whole installation.
5. In case of any dispute arising regarding the job contract including the interpretation or the scope or working thereof, the decision of the Vice President SBIIMS, Jaipur circle shall be final and binding on the Contractor.
6. The renderer must obtain himself on his own responsibility and his own expenses all information and data which may be required for the purpose of filling this tender document and enter into a contract for the satisfactory performance of the work. The Renderer is requested to satisfy himself regarding the availability of water, power, transport and communication facilities, capacities that may be required, the quantity of the materials, labour, the law and order situation, climatic conditions local authorities requirement, traffic regulations etc; The renderer will be fully responsible for considering the financial effect of any or all the factors while submitting his tender
7. Design of solar power system is in vendor scope, liasioning with landlord and other local authority will be done by vendor.
8. Contact to land lord and other work related to this will be done by vendor and bank will pay only monthly rental other all expenditure will be borne by vendor.

**Help Desk:**

E-Procurement technologies Limited, Ahmadabad.

1. Salina Motani:- 079-68136843, [salina.motani@eptl.in](mailto:salina.motani@eptl.in)
  2. Jaymeet Rathod:- 079-68136829, [jaymeet.rathod@eptl.in](mailto:jaymeet.rathod@eptl.in)
  3. Kanchan Kumari:- 079-68136820, [kanchan.k@eptl.in](mailto:kanchan.k@eptl.in)
  4. Vinayak Khambe:- 079-68136835, [vinayak.k@eptl.in](mailto:vinayak.k@eptl.in)
  5. Anshul Juneja:- 079-68136840, [anshul.juneja@eptl.in](mailto:anshul.juneja@eptl.in)
  6. Nandan Valera:- 079-68136843, [nandan.v@eptl.in](mailto:nandan.v@eptl.in)
  7. Hemangi Patel:- 079-68136852, [hemangi@eptl.in](mailto:hemangi@eptl.in)
  8. Nadeem Mansuri:- 079-68136853, [nadeem@eptl.in](mailto:nadeem@eptl.in)
  9. Deepak Narekar:- 079-68136863, [deepak@eptl.in](mailto:deepak@eptl.in)
  10. Sujith Nair:- 079-68136857, [sujith@eptl.in](mailto:sujith@eptl.in)
- Primary Contact Numbers: - +91-9081000427, 9904407997

### **MINIMUM ELIGIBILITY CRITERIA FOR QUALIFYING IN TECHNICAL BID:-**

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

- a. The Bidder should have successfully implemented minimum 50 Remote monitoring based Solar power systems in at least 2 Nationalized Banks/Financial Institutions/other reputed institutions in OPEX Model with minimum solar power capacity of 1.5 KWp on ATM sites .The Bidders must have executed the orders of similar nature and magnitude. The certificate to this effect from the organization should be furnished along with the technical bid. Letter of satisfaction is to be provided from the organization where the bidder has installed the system.
- b. The Applicant's average Annual Financial Turnover during last 3(three) years ending 31st March, 2020 should be at least INR 100 Lacs. in solar Business Head. A certificate duly authorized by CA should be submitted in this regard.
- c. Bank's solvency certificate amounting to INR 20 Lacs, not issued prior to the last 6 month from the closing date of this tender.
- d. Company/vendor's shall have service center to cover the SBI offices/branches under the control of Jaipur Circle, situated in Jaipur for providing after sales service in time. If the vendor doesn't have the service center in Jaipur, then an undertaking to establish the same within two months from the date of award of the contract is to be furnished by the Vendor.
- e. The applicant should possess valid certificates / license necessary for the execution of the said contract from the appropriate State/Central Government authority/RRECL.
- f. The applicant must be in operation for at least three years The bidder should have positive net worth as on 31st March 2020 and should not be a defaulter /NPA at any point of time to any Bank/Financial Institution.(Certificate from CA/CS to be submitted.)
- g. The applicant requires furnish their PAN No, GST Number, Registration details of firm with PIN No, TIN No etc. as applicable.
- h. The applicant shall have sufficient qualified staff/Engineers/Technicians for installation, commissioning and maintenance of Solar Power system. Details shall be submitted.
- i. The Solar Panels, Inverter, Battery, UPS, earthling, wires etc to be used should have reputed make. The Bills for the same will be released on submission of the Certificate copy on completion of Installation.
- j. The Bank may at its discretion, asks the renderer to conduct POC (Proof of Concept) in 2 ATM sites, for a period of 15 days. 10 days additional to be provided for installation. During the POC, the bidder shall be required

to fully demonstrate the capability of the system along with Remote Monitoring to the satisfaction of the Bank.

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

- a) Tender document and its subsequent corrigendum's if any duly filled in and signed and stamped by the authorized representative in each and every page.
- b) **EMD of Rs. 100000/- (Rupees One Lacs only)** in form of DD drawn in favor of State Bank of India, Jaipur **(To be enclosed in sealed envelope as a part of Technical Bid)**. Tender will be rejected if EMD is not submitted or is submitted in any other form until and unless specified by SBI/SBIIMS).
- c) **A non-refundable amount of Rs 5,000/- (Rupees Five Thousand only) to be deposited online through SB Collect <https://www.onlinesbi.com> the procedure is detailed in NIT subsequent pages. Online Generated Receipt of the Tender Fee should be enclosed in the technical Bid.**
- d) The applicant should submit valid certificates / license necessary for the execution of the said contract from the appropriate State/Central Government authority, if applicable.
- e) PAN Card in the name of the proprietor/firm/company.
- f) Goods & Service Tax (GST) registration.
- g) Documents evidence e.g., profit and loss statements/Balance sheet etc. representing the applicant's average Annual Financial Turnover during last 3(three) years ending 31st March, 2020 with at least INR 100 Lacs.
- h) Details of Staff/Engineer/Technicians engaged by the firm.
- i) Latest valid Bank's solvency certificate amounting to INR 20 Lacs not issued prior to the last 6 month from the closing date of this tender.
- j) Details of service center/Undertaking to establish the service within two months from the date of the award of the contract to serve the sites under the control of Jaipur Circle as stated in A (d).
- k) Income Tax return for last 3(three) years ending 31st March, 2020.
- l) Work order & completion/satisfactory certificate from the clients (Proof for the minimum eligibility criteria Sr. No.A(a)
- m) Document as proof of year of Establishment of the firm with not less than 3(three) years.

- n) BIS Certification for the Solar Panels to be used, certificate of the same to be submitted during installation. The Bills for the same will be released on submission of the Certificate copy on completion of the installation.**



### **Scope of Work**

- a) Hiring of 1.5 KWp/3 KWp/5 Kwp Solar Power system for providing power back- up to one or more ATM Machines with other necessary ATM network system and one LED light/security equipment, CCTV per ATM site in SBI Jaipur Circle for 12 hours per day and 24 hours (if 04 hours single/Three 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 (solar panels, solar PCU, Battery, Earthing, wires, cables, lighting arrestor etc), 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 and further if the contract is extended as per terms and condition of the tender.

Sr. No	Load	Requirement s
1	One ATM/CDM/other Machines with other necessary ATM network system and one LED light /Security equipment/CCTV per ATM site	1.5 KWp
2	Two ATM/CDM/other Machines with other necessary ATM network system and one LED light /Security equipment/CCTV per ATM site	3 KWp
3	Three ATM/CDM/other Machines with other necessary ATM network system and one LED light /Security equipment/CCTV per ATM site	5 KWp

- b) Conducting site feasibility survey and submission of feasibility report to the user department. The cost of the same is to be included in the overall monthly hiring charges.
- c) 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 Jaipur Circle at the cost of the vendor. In case the landlord refuses to give the permission, the vendor should submit in writing the issue to the Branch Manager/ Channel Manager of SBI or any other officer authorized by the Bank for the purpose and take necessary permission from the competent authority for proceeding further in the matter, The decision of the Bank will be final and binding on the vendor.
- d) SBI ATM's only at the suitable & technically feasible ATM sites where grid power supply is irregular (Approx. 50 sites initially), above solar system will be installed as per the requirement of the Bank at the same approved rate by the SBI/SBIIMS Jaipur Circle. Total 30 sites likely to be increase and Bank may go for the hiring of additional of solar system on same terms, conditions and rent in said period.

To

*CIRCLE HEAD & VICE PRESIDENT  
SBI INFRA MANAGEMENT SOLUTIONS PVT LTD,  
1st Floor, SBI Administrative office  
A-5 Nehru Place, Tonk Road, Jaipur*

Dear Sir,

**Hiring of Remote Monitoring Solar Power Systems for power back-up to SBI ATM'S in Jaipur circle**

With reference to the SOLAR POWER SYSTEM being quoted by us vide your tender cited above.

- a. We hereby undertake that all the components / parts / assembly / software used in the Remote Monitoring SOLAR POWER SYSTEM shall be original new components / parts / assembly / from respective OEM's of the products and that no refurbished / duplicate / second hand components / parts / assembly are being used or shall be used. Further the software / system used will be licensed. Should you require we hereby undertake to produce the certificate from our OEM suppliers in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM suppliers at the time of delivery or within a reasonable time.
- b. In case of default/ unable to comply with above, at the time of delivery or during installation, for the IT Hardware including SOLAR POWER SYSTEM / Software already billed, we agree to take back the supplied items without demur, if already supplied and return the money if any paid to us by you in this regard.
- c. We also take full responsibility of both Parts & Service SLA as per the content even if, there is any defect by our authorized Service Centre / Re seller / SI etc.
- d. All materials used as per Govt. approved and BIS certify, wherever applicable.

Yours faithfully,

Signature of Authorize Signatory

Designation

Seal of Company

Date:

Place:

To

*CIRCLE HEAD & VICE PRESIDENT  
SBI INFRA MANAGEMENT SOLUTIONS PVT LTD,  
1st Floor, SBI Administrative office  
A-5 Nehru Place, Tonk Road, Jaipur*

Dear Sir,

**Hiring of Remote Monitoring Solar Power Systems for power back-up to SBI ATM'S in Jaipur circle**

With reference to the Remote Monitoring SOLAR POWER SYSTEM being quoted by us vide your tender cited above. We understand that

1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bids without assigning any reasons.
2. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid and its corrigendum's together with your written acceptance thereof shall constitute a binding contract between us.
3. If our bid is accepted, we will be jointly and severally responsible for the due performance of the contract.
4. You may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever.
5. Bidder means the bidder who is decided and declared so after examination of technical & Price bids.

Yours faithfully,

Signature of Authorize Signatory

Designation

Seal of Company

Date:

Place:

**APPLICATION –CUM- TECHNICAL BID FORM:-****(Please strike-off which is not applicable.)**

<b>1.</b>	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.	
<b>2.</b>	Year of establishment <b>Please enclose documentary evidence</b>	
<b>3.</b>	Constitution of Firm <b>Enclose certified copies of documents as evidence.</b>	Sole proprietorship/ Partnership /Private Ltd. / Ltd. Co. / Any other (Please specify)
<b>4.</b>	Name of the Proprietor/Partners/Directors of the organization/firm <b>Enclose certified copies of document as evidence.</b>	
<b>5.</b>	Name of Authorized signatory (Enclose letter of authorization)	
<b>6.</b>	Mode of Authorization <b>Enclose certified copies of document as evidence</b>	Resolution / Partnership Deed / Registered Power of Attorney / Proprietor / Any Other ( Please specify)
<b>7.</b>	Details of registration-whether partnership firm, company, etc. Name of registering authority, date and registration number (Note: <b><i>partnership firms not registered with the appropriate authority need not apply</i></b> ), if any <b>Enclose certified copies of document as evidence.</b>	
<b>8.</b>	Whether empanelled 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	

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) <b>Enclose certified copies of document as evidence</b>	
14.	Goods & Service Tax (GST) No. <b>Please enclose documentary evidence</b>	
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 -I & 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 mention whether your any relative(s) is (are) working in the State Bank of India with the name, relationship, address etc.	<b>Please submit declaration certificate.</b>
23.	Registration details for the EPF/ESI and the Labour License details under the Labour Contract Act.	

- a) I/We have read and understood the Press notice, Tender Documents along with terms and conditions, Minimum Eligibility Criteria & this Application form along with Annexure and Corrigendum's if any my/our firm fulfills the ELIGIBILITY CRITERIA FOR QUALIFYING IN TECHNICAL BID described in this TENDER Notice.
- b) 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.
- c) I/We are authorized to sign and submit these documents.
- d) 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.
- e) 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.
- f) I / We understand that this is merely an application & does not entitles me /us to be necessarily qualified in Technical Bid by SBI/ SBIIMS and SBI/SBIIMS reserves the right to reject all and / or any application without assigning any reason whatsoever.
- g) **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-I

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 & No. of sites	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 monthly hiring Rates (valid for 5 years for placing work order) as per annexed Price Bid/BOQ. Amongst the shortlisted vendors qualified in Technical Bid after scrutiny of the applications/Technical Bids received by SBIIMS.
- 2) The acceptance of any Bid or otherwise will vest with SBI/SBIIMS and SBI/SBIIMS does not bind itself to accept any or all the applications received and reserves the right to reject any or all the applications / vendors which do not fulfill all or any of the conditions and are incomplete in any respect, or if decided by SBI/SBIIMS 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, SBI/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 SBI/SBIIMS.

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

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.



- g. The SBI/SSIIMS after the technical evaluation of the bids will ask to submit Online Price Bid to those vendors who are technically qualified.

**6) Contacting the Bank:-**

- a. No Bidder shall contact SBI/SSIIMS on any matter relating to its Bid, from the time of opening of Price Bid to the time the Contract is awarded.
- b. Any effort by a Bidder to influence SBI/SSIIMS in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

**7) Award Criteria:-**

- a. The SBI/SSIIMS 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.
- b. The order for installation of Solar Power Systems will be split between L1, L2 & L3 vendors in the ratio of 50%, 30% and 20% respectively provided the L2 and L3 bidders are agreeable to match the L1 price, including the rates for individual items which were considered for deciding L1 rate.
- c. In case, only one bidder is willing to match the L1 price, the order will be split 70:30 between the L1 bidder and the next bidder willing to match the L1 price.
- d. In case no other bidder is willing to match the L1 price, the entire order will be placed with the L1 bidder.
- e. In case SBI/SSIIMS opts to procure additional Solar Panels, the orders will be apportioned in the same manner as stated above.
- f. SBI/SSIIMS reserves the right to make changes, based on actual requirements, at the time of placing the orders.
- g. Minor deviation in the number of allotments, if any will also be accounted for at the appropriate time to ensure equitable distribution. Final decision in this regard will be of SBI/SSIIMS and will be binding on the vendors.
- h. In case any of the vendor is not in a position to complete the job in stipulated time or not able to perform as per bank's satisfaction, SBI/SSIIMS may, at its discretion, award the contract to the other two or one vendor vendors at L1 approved contract rate in the ratio as decided by SBI/SSIIMS, the decision of SBI/SSIIMS will be final and binding on the vendors.
- i. The decision of SBI/SSIIMS in allotment/distribution of sites to the bidder/vendor will be final and binding on all the participating bidders/vendors.
- j. The contract will be awarded to the Bidders/vendors from time to time as per requirement of the SBI/SSIIMS at the approved contract rates finalized through e-tendering within 1(one) year from the date of approval of the L1 rates.

**8) Technical/Commercial terms & conditions:-**

- a. To supply, install, test, configure, commission & maintain the Remote Monitoring Enabled PV Solar power systems at ATM sites located at different areas under control of Jaipur Circle as identified by the SBI/SBIIMS.
- b. 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 Manager/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.
- c. All the PV Solar system should have Centralized Remote Monitoring System at SBI/SBIIMS identified site. 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.
- d. The SBI/SBIIMS 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.
- e. 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 or by any other means of communication, 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 24Hrs.
- f. Obtaining of Road Permits, required Forms, Octroi, Cess, Toll Trade Tax etc. will be the sole responsibility of the Vendor. However, SBI/SBIIMS will sign the necessary forms as per the requirements.
- g. The Vendor should undertake to guarantee a minimum up time of 98% and should execute service level agreement for the same.
- h. 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.
- i. 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.

- j. 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 SBI/SBIIMS on daily basis. Online access of the central monitoring system is to be given to SBI/SBIIMS 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.
- k. Expenses if any, for registration and continuous updating of URL/NIC for providing online real time monitoring system, will be borne by the Vendor.
- l. 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.
- m. Vendor should have the service center at Zones under control of SBI Jaipur Circle where PV Solar system to be installed. If the vendor doesn't have the service center in Jaipur, then an undertaking to establish the same within two months from the date of award of the contract is to be furnished by the Vendor.
- n. If the vendor fails to fulfill its obligations under this arrangement, SBI/SBIIMS shall have the right to terminate the contract. If the Contract is terminated by SBI/SBIIMS, the vendor will not be liable for any claims related to the loss or any other expenses or expenditure incurred by the vendor resulting from the termination of the contract.
- o. 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**

SBI/SBIIMS shall be free to carry pre-dispatch inspection as and when required. The vendor shall make all necessary arrangements for this purpose. Bank will also conduct the random 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 6 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) SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE [PBG]**

*The Vendor has to submit 5% of the total contract value of five year (No. of ATM sites\* monthly rent\*60) in the form of a STDR/FDR in joint A/c of Bank & Contractor as security deposit for the total contract period until and unless the same comes to end by termination, expiry or as decided by SBI/SBIIMS, duly discharged in favour of the Bank or as performance Bank guarantee with the format and clauses as defined by SBI/SBIIMS. The security deposit will be refunded on expiry/termination of the contract as the case may be after adjusting the dues payable by the contractor to the Bank Work Order will be issued only after receipt of the Security Deposit/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 noncompliance of the terms and conditions*

## **12) DETAILS OF LICENSES**

The Vendor must furnish a list of all the licenses, number of all the software's supplied by the Vendor, along with a COA (Certificate of authenticity) from respective Original Equipment Manufacturers (OEM's). 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 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 entire contract period. Professionally qualified personnel with duly verified 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 or any other means of communication is made or letter is written, 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). 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 3 weeks' time from the date of placing the order and rent will be paid for a maximum intervening period of 3 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 6 weeks of placement of order. A penalty of Rs. 2000/- per week per location shall be charged by the SBI/SBIIMS in case of delay in installation with maximum delay of 8 weeks. Beyond this the SBI/SBIIMS shall have the option of canceling 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 ATM's 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 Centralized 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/SBIIMS 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 SBI/SBIIMS. 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 Jaipur. 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 Jaipur.

## **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) Body 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 SBI/SBIIMS 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.

c) Violation of any government, local bodies, labour laws or any other approval/ permission required for the completion of the contract from the appropriate authorities.

The vendor will be indemnify the SBI/SBIIMS from any claims legal or monetary arising due to the above stated clause as in 21 (a), (b),(c).

## **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 SBI/SBIIMS 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 or if the SBI/SBIIMS decides to terminate the contract. The vendor will not be liable to claim for any of the losses or the expenses incurred on account of termination of the Contract by the Bank.

## **24) RELIABILITY**

Since the equipment shall be installed at critical sites, the equipment so offered should be capable of generating power of 1.5KW, 3 KW, 5KW. The PV solar Power Supply should be a continuous supply of demanded power and not the peak power.

## **25) INDEMNITY**

(a) Vendor shall have to indemnify the SBI/SBIIMS against any loss/expenditure incurred or any Dispute/ claims from anybody for having used/using patented designs in their hardware or software 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 SBI/SBIIMS. 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.

(b) Vendor shall have to indemnify the SBI/SBIIMS against any loss/expenditure incurred or any Dispute/ claims from anybody for Body 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 SBI/SBIIMS 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.

- (c) Vendor shall have to indemnify the SBI/SBIIMS against any loss/expenditure incurred or any Dispute/ claims from anybody for Violation of any government, local bodies, labour laws or any other approval/ permission required for the completion of the contract from the appropriate authorities.

## **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 there for 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) QUOTED RATES**

The quoted rate will be monthly charges for Hiring of 1.5 KWp/3 KWp/5KWp 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, submission 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 the contract period.**

The quoted rate should also be quoted considering the cost for supply of all the equipment's/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, Loading, Unloading, lifting and all related expenses to complete the work. However, **GST will be extra as applicable.**

The approved accepted Rate will be valid for 5 (Five) years for placing the work order from the date of acceptance of the Rate Contract by SBI/SBIIMS. During this 5 years rate validity period, work orders will be issued within 1 Year as per the requirement of the Bank at the same approved rate by the SBI/SBIIMS Jaipur Circle or its authorized department.

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 initial contract period will be of 5 year(order will be placed one year at a time) , however the contract may also be extended for a further period of 2 years (one year at a time) after the expiry of the initial contract period of 5 years , subject to mutual consent of the SBI/SBIIMS and the vendor, Though the decision to extend the contract after the initial contract period will be on sole discretion of SBI/SBIIMS and shall be binding on the vendor, However the vendor should give request for extension of the contract at least before 3 Months of the expiry of the initial contract period of 5 years.**

### **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 – B** and within seven days thereof he shall sign an agreement in a non-judicial stamp paper of appropriate value. However the vendor is bound to accept the terms and conditions in this contract, Price Bid/BOQ, its subsequent corrigendum and any other conditions state in this tender document before and after execution of the contract.

## **ANNEXURE - A**

### **SAFETY CODE:**

**The Safety Code has to be observed by the Contractor as under:-**

1. These shall be maintained in a readily accessible place - first aid appliances including adequate supply of sterilizers, dressings and cotton wool.
2. The injured person shall be taken to a public hospital without loss of time in case where the injury necessitates hospitalization.
3. Suitable and strong scaffold should be provided for workmen for all works that cannot safely be done from ground.
4. No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30cms (clear) and the distance between two adjacent rungs shall not be more than 30cms. When a ladder is used, an extra helper shall be engaged for holding the ladder.
5. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fences or railing minimum height of which shall be one meter.
6. No floor, roof or other parts of the structure shall be loaded with rubbish or materials as to render it unsafe.
7. Suitable face masks should be supplied for use by the workers, when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
8. Ropes used in hoisting or lowering material or as a means of suspension should be of durable quality adequate enough and free from defects.
9. The contractor will ensure that all types of safety measures as advised by Government are taken care of during the performance of work.
10. All personnel at site should be provided with Helmets and Safety Boots with some Identification Mark. Visitors also should be provided with Helmets. It should be ensured that these are used properly.
11. First Aid Box should be kept at site with all requisite materials.
12. No one should be allowed to inspect / work at a height without Safety Belt.
13. Suitable scaffolds should be provided for workmen for all Works that cannot safely be done from the ground, or from solid construction except such short period Work as can be done safely from ladders. When a ladder is used an extra Helper shall be engaged for holding the ladder and if the ladder is used for carrying materials as well as suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to 1 ( $\frac{1}{4}$  horizontal and 1 vertical).
14. Scaffolding or staging more than 3.5 meters above the ground or floors, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 Meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be

necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

15. Working platforms, Gangways, and Stairways should be so constructed that they do not sag unduly or unequally, and if the height of the platform or the Gangway or the Stairway is more than 3-5 Meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fenced, as described.
16. Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1Meter.
17. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 Meters in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder up to and including Meters in length. For longer ladders this width should be increased at least 6mm for each additional 30cms. Uniform step spacing shall not exceed 30cms.
18. Adequate precautions shall be taken to prevent danger from electrical equipment's. For electrical on line works gloves, rubber mats, and rubber shoes shall be used.
19. All trenches 1.2 Meters or more in depth shall at all times be supplied with at least one ladder for each 30 Meters length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 1 Meter above the surface of the ground. The sides of the trenches, which are 1.5 Meters or more in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 Meters of the edge of the trench or half of the depth of the trench whichever is more cuttings shall be done from top to bottom. Under no circumstances undermining or under cutting shall be done.

Before any demolition work is commenced and also during the process of the work:-

1. All roads and open areas adjacent to the Work Site shall either be closed or suitably protected;
2. No electrical cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charged.
3. All practical steps shall be taken to prevent danger to persons employed from risk or fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
4. All necessary personal safety equipment as considered adequate by the Site Engineer should be kept available for the use of the persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
5. Workers employed on mixing Asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective goggles.
6. Those engaged in white washing and mixing or stacking of cement bags or any materials which is injurious to the eyes shall be provided with protective goggles.

7. Those engaged in welding works shall be provided with Welder's protective eye-shields.
8. Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
9. When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals and boards to prevent accident to the Public.

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

1. These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good repairs and in good working order.
2. Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
3. Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in-charge of any hoisting machine including any scaffold, winch or give signals to the operator.
4. In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension the safe working load shall be ascertained by adequate means.
5. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of hoisting machine having a variable safe working load, each safe working load of the conditions under which it is applicable shall be clearly indicated. No part of any machine or of any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
6. Motor, Gearing, Transmission, Electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced.
7. When workers are employed on electrical installation, which are already energized, insulating mats, wearing apparel such as gloves, sleeves, and boots as may be necessary should be provided. The workers should not wear any rings, watches and carry keys or other materials, which are good conductors of electricity.
8. All scaffolds, ladders and other safety devices, mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.

**Signature with seal and date of the Tenderer**

**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, ..... (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 some times 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 the regions/Zones under control of SBI Jaipur circle on monthly hiring charges for 5 years period from the date of awarding the work order at the discovered L1 rates and The initial contract period will be of 5 year(order will be placed one year at a time) , however the contract may also be extended for a further period of 2 years (one year at a time) after the expiry of the initial contract period of 5 years , subject to mutual consent of the SBI/SBIIMS and the vendor, Though the decision to extend the contract after the initial contract period will be on sole discretion of SBI/SBIIMS and shall be binding on the vendor, However the vendor should give request for extension of the contract at least before 3 Months of the expiry of the initial contract period of 5years.**

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 validity of the contract, 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 (stated in this tender document and its subsequent corrigendum's) and 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 ..... , its subsequent corrigendum's if any 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

A) Professionally qualified personnel who have expertise in the same area will provide these services.

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

C)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:**

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 will treat as confidential all data and information about the 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:_____

**Minimum requirements of Materials & Maintenance**

Product Details	Specification required
Solar panels	A. MONOCRYTALINE/POLYCRYTALINE B. SOLAR PANEL EFFICIENCY SHOULD BE MORE THEN 17%. C. BIS STANDRED OR CERTIFIED BY ANY GOVT. AGENCIES D. EACH PV MODULE MUST US RF INDENTIFICATION TEG(RFID) E. PV PRODUCT WARRANTY SHOULD BE 10 YAERS AND PERFORMNACE WARRANTY SHOULD BE 25 YEARS F. MADE IN INDIA PRODUCT WILL BE PREFERRED G. SOLAR PANLES REQUIRED – 1.5 KWp, 3 KWp, 5 KWp H. TECHNICAL DATA SHEET REQUIRED. I. TIER ONE SOLAR PANEL COMPANY PRODUCT WILL BE CONSIDERED.
Solar PCU	A. MPPT BASED B. DSP CONTROLLED TECNOLOGY C. PRIORTY SETTING MODE SHOULD BE FIRST SOLAR PANEL THEN SOLAR BATTERY THEN GRID, D. AUTO BY PASS FEATURE E. BATTERY TYPE SUPPORT FOR VRLA BATTERIES F. PCU SHOULD HAVE ALMOST ALL TYPE OF PROTECTION FEATURES. G. LCD DISPLAY H. MONITERING FEATURES SHOULD BE WITH RS 232, SD CARD, GPRS I. GALVANIC ISOLATION TRANSFORMER. J. MADE IN INDIA PRODUCT WILL BE PREFERRED. K. PCU RATING AS PER REQUIREMENT L. TECHNICAL DATA SHEET REQUIRED.
SOLAR BATTERY	A. VRLA / SMF SOLAR BATTERY WILL BE CONSIDERED. B. TECHNICAL DATA SHEET REQUIRED WITH VAH CALCULATION C. EXIDE/AAMRON/HBL/(BANK APPROVED SOLAR BATTERY)
DCDB AND ACDB	AS PER STANDARD
ARREY JUNCTION BOX	AS PER STANDARD
STRUCTURE	GALVANIZE IRON WITH GOOD STRENGTH AND RELIABLE IN HIGH WIND FLOW CONDITION.
LIGHTING ARRESTER	1 NOS COPPER MAKE, IF REQUIRED
DC CABLE ,AC CABLE AND PVC PIPE	AS PER STANDERED
NEUTRAL AND EARTH VOLTAGE	NEUTRAL AND EARTH VOLATGE FOR ATM MACHINE COMFORTABLE (LESS THEN 2 V) OR AS SPECIFIED



	BY SBI
EARTHING	2 NOS CHEMICAL COPPER EARTHING WITH ALL ACCESSORIES
CIVIL WORK	CHEMICAL CURING IN CIVIL WORK IN FIXING OF STRUCTURE WITH SAFE GUARD OF ROOF/BUILDING
MAINTENANCE	<p>A. SERVICE ENGINEER VISIT MANDATORY IN MONTHLY BASIS, SERVICE REPORT SHOULD BE SUBMITTED WITH MONTHLY BILL.</p> <p>B. WORK SHOULD BE DONE IN EVERY VISIT LIKE , SOLAR PANEL CLEANING, REMOVE DUST IN INSIDE OF PCU AND CHECK ALL THE PCU PERAMETERS.</p> <p>C. BE ENSURE THAT 98% UPTIME THROUGH SOLAR PANEL AND BATTERY.</p>
HIRING INCLUSIVE OF ALL EXP.	<p>ALL THESE EXP. WILL BE IN VENDOR SCOPE</p> <p>A. ALL TYPE OF EXP. RELATED WITH ELECTRICTY DEPARTMENT/LOCAL AUTHORITY ETC</p> <p>B. TRANSPORTATION, INSTALLATION AND ALL OTHER EXP. IN VENDOR SCOPE.</p> <p>C. PANELTY POINT IS CLEARY MANTIONED IN POINT NO. 16 PAGE NO.21</p>

Materials having BIS certificate shall be considered, wherever is available.