SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.
(SBIIMSPL)
(A wholly owned subsidiary of State Bank of India)
CIN: U9300MH2016PTC282507

CIRCLE OFFICE, KOLKATA
SAMRIDDHI BHAVAN, BLOCK D, 9TH FLOOR,
1, STRAND ROAD, KOLKATA - 700001.

NOTICE INVITING e-TENDER

FOR

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

TENDER SUBMITTED BY:

NAME OF CONTRACTOR: ...........................................................................................................
ADDRESS: ....................................................................................................................................
GSTIN: .................................................................................................................................DATE: ..........................

Note:
1. Contractor should possess valid Digital Signature for this e-Tender.
2. Contractor should submit Tender Processing Fee (TPF) through Online Mode only as mentioned in this NIT. TPF in the form of Demand Draft (DD) will not be accepted. Such tenders without Online Payment Receipt will be rejected.

For amendments/corrigendum if any, interested vendors are requested to keep monitoring Bank’s website www.etender.sbi as further amendments

Signature of Vendor with official Stamp
NOTICE INVITING e-TENDER

SBI Infra Management Solutions Pvt. Ltd. on behalf of State Bank of India invites online Tenders from eligible bidders in two Bids system (Technical Bid and Price Bid) from eligible and qualified bidders for finalization of **monthly hiring Rate (Valid for 5 Years for awarding the work order)** for providing Solar Power System for power back-up to SBI ATM installed in Kolkata Circle (Anywhere in West Bengal & Sikkim State and Andaman & Nicobar islands), for a contract period of **5 (Five) years**. e-Tendering will be conducted through SBI Empaneled Service provider M/s e-Procurement Technologies Pvt. Ltd. Ahmedabad amongst the vendors, who qualified in Technical Bid as per the criteria specified in the tender document as under:

| 1. Scope of Work | i) Hiring of 1.5/3.0 KWp Solar Power system for providing power back-up to 1ATM/2 ATM Machine with other necessary infrastructure i.e. ATM network system, Fan and LED lights, per ATM site in SBI Kolkata Circle for 12 hours per day and 24 hours (if 04 hours single phase grid power/raw power is available at the site), 365 days a year, irrespective of the rains and other weather conditions along with complete design, engineering, manufacture, supply of all materials, storage, civil work, erection, testing & commissioning of rooftop solar PV system at identified ATM site including Operation, Maintenance & Centralized Remote monitoring system of the solar system and upgradation of the system at the cost of the vendor during contract period of 5 years.  

ii) Conducting site feasibility survey and submission of feasibility report to the user department. The cost of the same is to be included in the overall monthly hiring charges.  

iii) Obtaining No Objection Certificate (NOC) from the respective landlord of the ATM premises will be responsibility of the vendor but necessary support will be provided by the Branch Manager/Channel Manager for getting the same.  

iv) Out of the 250 Nos.(approximately) of SBI ATMs in Kolkata Circle, as recommended by Regional Managers of respective regions, only at the suitable & technically feasible ATM sites where grid power supply is irregular, above solar system will be installed as per the requirement of the Bank at the same approved rate by the user Deptt. i.e Anytime Channel Department, State Bank of India, Local Head Office, Kolkata. Cluster wise break-up of ATM sites is as per Annexure-A (Break-up of Quantities). Bank reserves the right of addition or deletion of sites, and if required in future, Bank may ask for installation at more sites. |

| 2. User Department | Anytime Channel Department, State Bank of India, Local Head Office, Kolkata, Samriddhi Bhawan, 6th Floor, Block-C, 1, Strand Road, Kolkata, PIN-700001. |

Signature of Vendor with official Stamp
Tender No: KOL202006005

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<td>3.</td>
<td>Availability of tender documents</td>
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|   | Tender documents to be downloaded from the Bank's website procurement news [https://www.sbi.co.in under “procurement news”](https://www.sbi.co.in) or SBI e-tender portal [https://etender.sbi/SBI](https://etender.sbi/SBI) w.e.f 19-06-2020 up to 02-07-2020 (up to 3.00 PM).

PREBID MEETING: 25-06-2020 at 11-30 AM
VENU: 7 Th FLOOR, BOCK-C
Tender to be submitted: in the Tender Box at 9th floor, Block-D, SBIIMSPL Office within 02-07-2020 upto 3.00 PM.

| 4. | Technical Bid |
|   | The Technical Bid (Hard copy) with all supporting documents should be submitted in a sealed cover containing the name and complete address/contract number of the vendor on the cover and bear the title “TECHNICAL BID FOR HIRING OF SOLAR POWER SYSTEM FOR PROVIDING SOLAR POWER BACK-UP TO SBI ATMS LOCATED IN KOLKATA CIRCLE” addressed to the VP & Circle Head, SBIIMS, Kolkata Circle, SBI Local Head Office Building, in the “TENDER BOX” kept at -the dept on or before 02.07.2020 upto 03:00 PM along with the followings:-

(i) **Online receipt copy of Tender Processing Fee (TPF)** amounting to Rs. 3000.00 (Rupees Three thousand only) (Non-Refundable)

TPF is to be credited through State Bank Collect (SB Collect, an efficient MIS report generation tool) only. The steps involved in making the payment is provided in Annexure II. The receipt generated with reference number is to be submitted along with Technical Bid (Cover - I). GSTIN of contractor is to be mentioned on it.

Please submit TPF through Online Mode only as mentioned in this NIT. TPF in the form of DD will not be accepted. Such tenders without Online Payment Receipt will be rejected.

(ii) **Earnest Money Deposit (EMD)** amounting to Rs.4,00,000.00 (Rupees Four Lacs only)

By crossed Bank Draft/ Banker’s Cheque drawn in favour of State Bank of India, Payable at Kolkata (To be enclosed in sealed envelope as a part of Technical Bid).

Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendors representatives.

After opening, the Technical Bids will be evaluated on the basis of the minimum eligibility criteria specified in this Tender including deposit of specified amounts for the Tender Processing Fee and Earnest Money as mentioned above.

| 5. | Price Bid |
|   | The Price Bid is to be submitted through e-tendering portal [https://etender.sbi](https://etender.sbi) site only on or before 02.07.2020 up to 3.00 P.M.

**Price bid of technically qualified bidders will only be evaluated.**

Signature of Vendor with official Stamp
### A. The accepted tendered rate will be valid for 5 (Five) years for placing the work order.

**Date and time for opening of Price bid will be informed in due course.**

The bidder should have valid digital signature for participation in e-Tendering.

*Price bid in offline mode will not be accepted.*

### 6. Validity of Tenders

Tenders shall remain valid for acceptance for a period of 6 (Six) months from the date of e-Tendering for price bid. If the Bidders withdraw their offer during the validity period or makes modifications in his/her original offer which are not acceptance to SBIIMS without prejudice to any other right or remedy, SBIIMS shall be at liberty to forfeit the EMD.

### 7. Income Tax and GST

A) **Income Tax/GST** will be deducted at source as per Govt. Guidelines.

B) Reimbursement of GST on work contract will be made only on submission of proper GST invoice as per applicable GST provision. The Bidder should comply with the following;

i. Bidder should have GST Registration Number

ii. Invoice should specifically/separately disclose the amount of GST levied at applicable rate as per GST provision

iii. Bidder should timely file his GST return in accordance with GST provisions to enable the bank to claim the credit of GST paid to the Bidder.

### 8. Terms & mode of payment

i) There would be no provision for advance rental payment.

ii) The vendor will submit the invoice along with the uptime report within 7 days on completion of each month to the user deptt. After verification of uptime report submitted by the Vendor and deducting the penalties, if any, the user deptt. will make payment for the monthly hiring charges due within 7 days.

iii) The monthly hiring rate will be firm throughout the contract period of 5 years from the date of issue of the work order for an ATM site within validity period of Annual Rate Contract and shall not change at any event during the contract period.

iv) iii) Payment shall be made by way of Electronic fund transfer. The vendor should furnish details of the Bank, A/c no, IFSC code PAN, GST numbers etc. in the Invoice.

### 9. Contact details

The Circle Head & Vice president, SBI Infra Management Solutions Pvt. Ltd.
Kolkata Circle Office, SBI, LHO Building, Kolkata
Ph: 9437026189
Asst. Vice President (Electrical)  
SBI Infra Management Solutions Pvt. Ltd.  
SBI, LHO Building, Kolkata  
Ph: 9674710115

| 10. For e-Tender related queries | Service provider:  
M/s. e-Procurement Technologies Limited  
(abc procurement / Auction Tiger)  
Help Desk:  
Contact Persons:  

e-Mail: geeta@auctiontiger.net  
2. Sujith Nair (Shark ID ~SUJITHN), Sr. Executive - Implementation & Support  
e-Mail: sujith@eptl.in  
Phone: +91-79-68136857 / 6863 / 6835 / 6829 / 6831 / 6840  
(Monday to Friday: working hours between 10 AM to 7 PM)  
(Saturday: working hours between 10AM to 4PM)  
Other Contacts:  
1. JAYMEET RATHOD: 079-6813 6829, jaymeet.rathod@eptl.in  
2. VINAYAK KHAMBE: 079-6813 6835, vinayak.k@eptl.in  
3. NADEEM MANSURI: 079-6813 6853, nadeem@eptl.in  
4. NANDAN VALERA: 079-6813 6843, nandan.v@eptl.in  
5. HEMANGI PATEL: 079-6813 6852, hemangi@eptl.in  
6. KANCHAN KUMARI:079-68136820, kanchan.k@eptl.in  
7. DEEPAK NAREKAR:079-68136863, deepak@eptl.in  
8. ANSHUL JUNEJA: 079-68136840, anshul.juneja@eptl.in  
9. SALINA MOTANI:079-68136831, salina.motani@eptl.in  
10.DEVANG PATEL:079-68136859, devang@eptl.in |

| 11. Monthly Hiring Rate | i) The quoted rate will be monthly hiring charges for providing power back-up to one/two ATM Machine with other necessary ATM network system, LED light & Fan per site by installing Solar Power system at the respective ATM site. The hiring rate should be quoted considering the cost incurred by the vendor towards conducting feasibility survey of all the ATM sites under the respective Clusters including travelling expenses, submission of feasibility report including list of technically feasible & suitable ATM sites for installation of rooftop Solar Power system, obtaining of No Objection Certificate (NOC) from the respective landlord of ATM premises / Branch Manager/ Channel Manager of SBI for installation of Solar Power System at ATM site including cost towards complete design, engineering, manufacture, supply of all the materials required, storage, civil work, erection, testing & commissioning of rooftop solar PV system for ATM site including Operation, Maintenance & Centralized Remote monitoring system of the solar system and up-gradation of the system at the cost of the vendor during contract period of 5years. |
### ii) The quoted rate should also be quoted considering the cost for supply of all the equipments/materials required for the Solar Power System specified, labour, wages, fixtures, transportation, installation, all taxes & charges, cost of the insurances, cost towards testing of materials supplied, wastages, Octroi, machinery, temporary works such as scaffolding, cleaning, overheads, profit, statutory expenses, incidental charges and all related expenses to complete the work. However, GST will be extra as applicable.

iii) The approved accepted Rate will be valid for 5(Five) years for awarding the work order from the date of acceptance of the Rate Contract by SBIIMS. During this 5 year validity period, work orders will be issued from time to time for the suitable & technically feasible ATM sites where grid power supply is irregular as per the requirement of the Bank at the same approved rate by the user Deptt. i.e. Anytime Channel Department, State Bank of India, Local Head Office, Kolkata.

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

### 12. Notes:

a) In case the date of submission of Tender Processing Fee, EMD, e-Tendering is declared as a holiday, the respective date will be considered on the next working day at the same time. The bidder, who is the authorized representative and participating on behalf of company/Dealer/vendor, should have a valid digital signature certificate (DSC) for this tender.

b) The SBIIMS reserves the right to cancel or postpone or modify the tender at any stage without assigning any reason thereof.

c) Vendors who do not fulfill the minimum eligibility criteria need not apply. Any incomplete application and/or not fulfilling the minimum eligibility criteria will be summarily rejected. Moreover, the conditional tenders are liable for rejection and will not be allowed to participate in e-tendering.

d) The vendor has to obtain all necessary approvals/permissions, Liaisoning 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.

e) The EMD of the unsuccessful Bidders in Technical Bid shall be returned within two weeks from the date of Tender finalization.
Tender No: KOL202006005

f) 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 & Vice President (Civil)
SBIIMS, Circle office, Kolkata.

**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 related to the eligibly criteria & others** should be properly sealed & signed. This envelope shall be endorsed on the outside face asunder:

   "TECHNICAL BID FOR HIRING OF SOLAR POWER SYSTEM FOR PROVIDING SOLAR POWER BACK-UP TO SBI ATMS LOCATED IN SBI, KOLKATA CIRCLE"

Only the envelope marked **Cover 2** containing the tender documents & COVER -1 as per instructions mentioned above shall be submitted in the office of

VICE PRESIDENT & CIRCLE HEAD, SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD.,
Circle Office, 9th Floor, Block-D, Samriddhi Bhawan, Kolkata - 700 001

Envelope marked Cover 1 & Cover 2 containing Earnest Money Deposit along with Covering Letter and online receipt of the Processing Fee of Tender Document. If the Earnest Money Deposit, Processing Fee of 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
3. Online price bid will be opened for only technically qualified vendor date of which shall be intimated in due course.
4. **Price bid in offline mode will not be accepted** which can be submitted online through https://etender.sbi/SBIETENDER only.
5. The vendor has to submit the self attested stability certificate of the whole installation.
6. In case of any dispute arising the job contract including the interpretation or the scope or working thereof, the decision of the SBI/vice president SBIIMS, Kolkata Circle shall be final and binding on the contractor.

Circle Head & Vice President (Civil) SBIIMS, Circle office, Kolkata.

Signature of Vendor with official Stamp
MINIMUM ELIGIBILITY CRITERIA FOR QUALIFYING IN THE TECHNICAL BID:

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

i) The bidder should be an established company incorporated under Companies Act 1956.

ii) No consortium is allowed to bid in the RFP.

iii) Bidder should have similar experience in installation & commissioning of Solar Power system in ATMs on OPEX Model. Bidder should have a minimum installation base of 250 Nos of Remotely Monitored ATM sites, as on the date of RFP, in 2 PSU Banks/Financial Institutions, with minimum Solar Power Capacity of 1.5 KWp per site, on OPEX Model. The Bidders must have executed the orders of similar nature and magnitude.

iv) Letter of satisfaction from the clients to be submitted along with project completion certificate, whose work has been completed/undertaken by the bidder.

v) The Bidder should have minimum average Turnover of Rs. 500 lakhs during last 3(three) Financial years (2016-17, 2017-18 & 2018-19) from same service i.e. Installation of Remote Monitoring based Solar Power System on OPEX Model. A certificate duly authorized by CA should be submitted in this regard.

vi) Bidder has to provide Bank’s solvency certificate amounting to INR 50.00 lakh, not issued prior to last 6 months from the closing date of the tender.

vii) The applicant must be in operation for at least 3 (three) years. The bidder should have positive net worth as on 31st March 2019 and should not be a defaulter /NPA at any point of time to any Bank/Financial Institution. (Certificate from CA/CS to be submitted.)

viii) Earnest Money Deposit (EMD) amounting to Four Lakh to be deposited/submitted as mentioned above.

ix) The Bidder must have the following valid quality / assurance certifications.

1) ISO 9001:2015 - Quality Management System
2) ISO 14001:2015 - Environment Management System

x) Company/Bidder shall have adequate service center, for providing after sales service in time.

xi) The bidder must be in the Solar Business for at least three years.

xii) The bidder should have sufficient qualified staff/Engineers/Technicians for installation, Commissioning and maintenance.

xiii) The bidder should not have been blacklisted by any Bank/Financial Institution, after awarding the contract, during the last 10 years. (Certificate from CA/CS to be submitted.)

xiv) The applicant is required to furnish their PAN no. GST number, Registration details of the firm with PIN no, TIN no as applicable.

xv) The solar panels, inverter, Battery, UPS, earthing, wires etc to be used should have reputed make.
B. The vendors should possess the following supporting documents and must submit self-attested photocopies of the following supporting documents along with Technical Bid:

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<tbody>
<tr>
<td>a)</td>
<td><strong>PAN Card</strong> in the name of the company.</td>
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<tr>
<td>b)</td>
<td><strong>Goods &amp; Service Tax (GST)</strong> registration.</td>
</tr>
<tr>
<td>c)</td>
<td>Documents evidence e.g. Profit and loss statements/Balance sheet etc. for bidder’s average Annual Financial Turnover during last 3 (three) years ending 31st March, 2019 with at least INR 500.00 lacs, showing the turnover from Solar Business OPEX)</td>
</tr>
<tr>
<td>d)</td>
<td><strong>Details of Staff/Engineer/Technicians engaged</strong> by the firm.</td>
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<tr>
<td>e)</td>
<td>Latest valid Bank’s <strong>solvency certificate</strong> amounting to INR 50.00 lakh.</td>
</tr>
<tr>
<td>f)</td>
<td>Details of service centre/Undertaking to establish the service within three months from the date of issue of the work order.</td>
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<td>g)</td>
<td><strong>Income Tax return</strong> for last 3 (three) years ending 31st March, 2019</td>
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<tr>
<td>h)</td>
<td>Work order &amp; completion/satisfactory certificate from the clients (as mentioned above in minimum Eligibility Criteria (A) iii) whose work has been completed/undertaken. List of minimum sites mentioned in A.iii) should be enclosed with full address.</td>
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<tr>
<td>i)</td>
<td><strong>Document as proof of year of Establishment</strong> of the firm.</td>
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<td>j)</td>
<td><strong>Sample reports/Data from Remote Monitoring Tool</strong> to be submitted with Technical Bid.</td>
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<td>k)</td>
<td><strong>A copy of certification mentioned</strong> in the Minimum Eligibility Criteria (A) - ix) to be submitted.</td>
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### APPLICATION – CUM- TECHNICAL BID FORM:-
(Please strike-off which is not applicable.)

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<tbody>
<tr>
<td>1</td>
<td><strong>a) Name of the applicant/organization</strong></td>
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<td></td>
<td>b) Full Postal Address of the Firm</td>
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<td></td>
<td>c) Contact Details</td>
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<td></td>
<td>(i) Phone No.</td>
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<td></td>
<td>(ii) Mobile No.</td>
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<td></td>
<td>(iii) Fax No.</td>
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<td></td>
<td>(iv) E-mail address.</td>
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<td>2</td>
<td><strong>Year of establishment</strong></td>
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<td></td>
<td>Please enclose documentary evidence</td>
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<td>3</td>
<td><strong>Constitution of Firm</strong></td>
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<td></td>
<td>Enclose certified copies of documents as evidence.</td>
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<td></td>
<td>Private Ltd. / Ltd. Co. / Any other (Please specify)</td>
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<td>4</td>
<td><strong>Name of the Directors of the organization/firm</strong></td>
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<td>Enclose certified copies of document as evidence.</td>
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<td>5</td>
<td><strong>Name/s of authorized signatory with designation</strong></td>
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<td>6</td>
<td><strong>Mode of Authorization</strong></td>
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<td>Enclose certified copies of document as evidence.</td>
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<td></td>
<td>Resolution / Partnership Deed / Registered Power of Attorney / Proprietor / Any Other</td>
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<td>(Please specify)</td>
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<td>7</td>
<td>**Details of registration—whether partnership firm, company, etc. Name of registering</td>
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<td>authority, date and registration number (Note: <strong>partnership firms not registered with the</strong></td>
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<td><strong>appropriate authority need not apply</strong>), if any</td>
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<td>Enclose certified copies of document as evidence.</td>
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<td>8</td>
<td><strong>Whether registered with Govt. / Semi Govt./Banks/CPWD/Municipal Authorities or any</strong></td>
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<td></td>
<td>other Public Organization and if so, since when? (Enclose certified copies of document</td>
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<td>as evidence).</td>
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<td></td>
<td>i. Name of Organization No. &amp; Date of Registration</td>
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<td></td>
<td>ii. Name of Organization No. &amp; Date of Registration</td>
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<tr>
<td></td>
<td>iii. Name of Organization No. &amp; Date of Registration</td>
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<tr>
<td>9</td>
<td><strong>No. of years of experience in the field and details of</strong></td>
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**Signature of Vendor with official Stamp**
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<td><strong>Tender No:</strong> KOL202006005</td>
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<td><strong>10.</strong></td>
<td>Yearly turnover of the organization during last 3 (three) years (year wise) and furnish balance sheet and Profit &amp; Loss A/c. for the last 3 years.</td>
</tr>
</tbody>
</table>
| **11.** | Banker’s Details  
(i) Banker’s Name  
(ii) Full Postal Address  
(iii) Telephone No.  
(iv) Account No.  
(v) Type of Account |
| **12.** | Banker’s Solvency Limit (Please enclose latest valid Solvency certificate from the Banker) |
| **13.** | PAN No. (Income tax)  
Enclose certified copies of document as evidence |
| **14.** | Goods & Service Tax (GST) No.  
Please enclose documentary evidence |
| **15.** | Whether last three years IT returns filed (Pl. enclose certified copies of the IT returns of the last three FY Years) |
| **16.** | Details of similar works in operation/completed Please fill up enclosed Annexure - P & enclose copies of work completion / in operation certificates |
| **17.** | Details of Key Personnel Permanently employed. |
| **18.** | Other infrastructural information to be used/referred for this work. |
| **19.** | Furnish the names of -3- responsible persons along with their designation, address, telephone no., etc., for whose organization, you have completed / in operation for similar jobs and who will be in a position to certify about the performance of your organization.  
1  
2  
3 |
| **20.** | Whether any Civil Suit/litigation arisen in contracts executed during the last 10 years. If yes, please furnish the name of the employer, nature of work, contract value, work order and brief details of litigation. Give name of the Court, place, and status of pending litigation.  
Attach a separate sheet if required. |
| **21.** | Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years |

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

(SIGNATURE OF AUTHORIZED SIGNATORY)

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

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

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

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

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

| 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. |
ANNEXURE-A

List of clients whose work has been Completed/undertaken (copy of work orders to be attached):

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of the Client, Location, and Name and Mobile No. of Contact Person</th>
<th>Details of ATM Solar Systems installed with capacity of the Solar system in KWP</th>
<th>Number of Employees engaged</th>
<th>Contract Value (Rs.)</th>
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Signature of Authorized Representative

Name of Authorized Representative

Date: ____________________  Place: ____________________

Note: SBI/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 Cluster wise monthly hiring Rates (valid for 5 years for placing work order) as per BOQ placed along with this NIT amongst the shortlisted vendors qualified in Technical Bid after scrutiny of the applications/Technical Bids received by SBI/SBIIMS.

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

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

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

x) Vendor found eligible, after scrutiny of eligibility criteria and further evaluation of technical specifications, may be asked to conduct a POC (Proof of Concept) project for 15 days on 2 sites, if required by the Bank. 10 days additional time will be given for installation and after successful completion of the POC, Bank will proceed for e-bidding with technically eligible Bidders.

6) Contacting the Bank:-

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

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

7) Award Criteria:-

i) The SBI/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 project cost on the basis of rates quoted in e-Tendering, as per BOQ

iii) The order for installation of PV Solar Power Systems will be split among L1, L2 & L-3 Vendors in the ratio of 50%, 30% and 20% respectively provided the L2 & L3 bidders is agreeable to match the L1 price. 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. In case no other bidder is willing to match the L1 price, the entire order will be placed with the L1 bidder.

iv) In case Bank opts to procure additional PV Solar system, the orders will be apportioned in the same manner as stated above. Minor deviation in the number of allotments, if any, will also be accounted for at the appropriate time to ensure equitable distribution.

v) 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/SBIIMS may, at its discretion, award the contract to the other one or two vendor/vendors at L1 approved contract rate in the ratio as decided by SBI/SBIIMS, the decision of SBI/SBIIMS will be final and binding on all vendors.

vi) The decision of SBI/SBIIMS in allotment/distribution of sites to bidder/vendor will be final and binding on all the participating bidders/vendors.
Tender No: KOL202006005

6. Technical/Commercial terms & conditions:-

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

ii) Vendor will conduct site feasibility survey for each ATM site and submit Feasibility Report before the installation of the equipment. 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. Branch Manager/Channel Manager will provide the necessary support in achieving the no objection from Landlord.

iii) The vendor should have Centralized Remote Monitoring system to monitor the performance of all the PV Solar systems, in near real-time, 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. reserve 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.

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 24Hrs for all Geographical regions except Andaman Nicobar & Sikkim.

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 approved by the Bank, on daily basis.

x) 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 daytime without any interruption in 365 days a year. The Vendor has to ensure that the system is capable of

Signature of Vendor with official Stamp
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 inKWH
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.

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

xiii) Vendor should have the service center at RBOs where PV Solar systems are 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.

xiv) If the vendor fails to fulfill its obligations under this arrangement, SBI 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 any loss or any other expenses or expenditure incurred by the vendor resulting from the termination of the contract.

xv) 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.

xvi) It is desirable vendor should have service center at Kolkata, Siliguri, Berhampore(WB), Durgapur, Port Blair with sufficient spare parts.

7. **COMPLETION PERIOD**

The installation of Solar Power Systems at ATM site should be completed **within 6 weeks** from the date of work order except Andaman Nicobar & Sikkim. The date of functioning of the ATM through Solar power will be taken as the date of completion.
8. SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE [PBG]:-

The Vendor has to submit 5% of the total contract value of yearly rent (No of ATM sites X monthly rent X 12) or Rs. 10.00 lacs whichever is higher in the form of STDR/TDR in joint A/c of Bank and 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 to SBI, LHO, Kolkata valid for a period of 60 months from the date of signing the contract from a Scheduled Commercial Bank other than SBI within a week of receipt of formal communication from the Bank about their successful bid. 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 Performance Bank Guarantee. In case Vendor fails to perform the contract, Bank shall invoke the Performance Bank Guarantee [PBG] to recover penalty/damages or any other amount due to the Bank /amount recoverable, the right to invoke the BG for any non compliance of the terms and conditions. Work order will be issued only after receipt of the Security Deposit/Performance Bank Guarantee.

9. 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.

10. 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 4(Four) hours for urban area and 8(Eight) hours for semi urban/Rural area and arrange for spare parts on a continuous basis within 24 hours. Further the vendor shall keep sufficient numbers of systems in stock so that the damaged system is replaced within 3 days at all geographical regions except Andaman Nicobar & Sikkim. Vendor must share escalation matrix with us for smooth working.

11. 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.

12. **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 user deptt. in case of delay in installation with maximum delay of 8 weeks. Beyond this the user deptt. shall have the option of cancelling the orders/ or forfeiting the EMD/invoking Bank Guarantee unless delay is on part of SBI or reasons beyond control of both vendor/SBI.

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

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

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

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

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

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 and confirmation regarding non availability of power grid from the owner branch/channel manager. 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 decision would be final. If incident of break down (more than 04 Hrs between 8 AM to 8 PM) of the equipment occurs three times a month in a particular site, then the order may get cancelled for that particular site. Bank may also recover the cost incurred in installing the new UPS and batteries at the site.

c) Calculation of penalty will be based on the MIS report (Uptime Report) provided by the vendor after due verification by the user deptt. The penalties referred in clause a & b above may be recovered from the future rentals and/or by invoking the performance bank guarantee/Security deposit 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.

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**Signature of Vendor with official Stamp**
13. **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.

14. **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 thirdparty.

15. **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 Kolkata. 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 Kolkata.

16. **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.

17. **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.

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 indemnify the SBI/SBIIMS from any claims, legal or monetary arising due to the above stated clause as in 17 (a), (b) and (c).

18. **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.

19. **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 Blacklist 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.

20. **RELIABILITY**

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

21. **INDEMNITY**

a) 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 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 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.

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) Vendors 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.

22. **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.

23. **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 therefore 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.

24. **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.

25. **PRE-DISPATCH INSPECTION**

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

26. **Quoted Rates:**

The quoted rate will be monthly charges for Hiring of 1.5/3.0 KWp Solar Power system for providing power back-up to the SBI ATM by installing Solar Power system at ATM site. The monthly hiring rate should be quoted considering the cost towards conducting site feasibility survey including travelling expenses, submission of feasibility report, obtaining of No Objection Certificate (NOC) from the respective landlord of ATM premises for installation of Solar Power System at ATM site including cost towards complete design, engineering, manufacture, supply of all the materials required, storage, civil work, erection, testing & commissioning of rooftop solar PV system for ATM site including Operation, Maintenance & Centralized Remote monitoring system of the solar system and up-gradation of the system at the cost of the vendor during contract period of 5 years.

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

The approved accepted Rate will be valid for 5(Five) years for placing the work order from the date of acceptance of the Rate Contract by SBI/SBIIMS. During this 5 year rate validity period, work orders will be issued from time to time as per the requirement of the Bank at the same approved rate by the user Deptt. i.e Anytime Channel Department, State Bank of India, Local Head Office, Kolkata.

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

27. **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.

28. **Contract Agreement:** On receipt of intimation of the acceptance of tender, the successful vendors shall be bound to implement the contract as per draft SLA as at Annexure - Band within seven days thereof company shall sign an agreement in a non

**Signature of Vendor with official Stamp**
judicial stamp paper of appropriate value. However, the vendor 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 - 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, Anytime Channel Department, Local Head Office, Samriddhi Bhawan, Kolkata.(hereinafter referred to as the “The Bank”) which expression shall unless repugnant to the context, mean and include its successors and permitted assigns,

And

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

WHEREAS, The Bank is desirous of availing or is availing services for________________________;
(i) Rate will be valid for hiring of Solar Power system for providing power back-up to SBI ATM sites spread across areas under Circle Office, Kolkata, 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)

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

    This Agreement shall be in force for a period of 5(Five) years, unless terminated by the either party by notice in writing in accordance with the termination clauses of this Agreement.

    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:

Signature of Vendor with official Stamp
Tender No: KOL202006005

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

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

All terms and conditions shall be same as mentioned in the Tender No ……………..dated ………... and the aforesaid Purchase Order dated dd/mm/yyyy

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 the services.

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

l) The project should be completed at scheduled date.

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

4. SUBCONTRACTING:

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:

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.

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

Signature of Vendor with official Stamp
their duly authorized representatives as of the date and day first mentioned above.

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Signature of Vendor with official Stamp
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 falls 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 1 meter.

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 3 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 Asphalitic 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. Those engaged in welding works shall be provided with Welder’s protective eyes hields.
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.

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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.
### MINIMUM REQUIREMENTS OF MATERIALS & MAINTENANCE

<table>
<thead>
<tr>
<th>Product Details</th>
<th>Specification required</th>
</tr>
</thead>
</table>
| 1. Solar panels | A. Mono crytalline/Polycrytalline  
B. Solar Panel Efficiency Should Be More than 17%  
C. Bis Standred Or Certified By Any Govt. Agencies  
D. Each P v Module Must Us Rf Indentification Teg(Rfid)  
E. Made In India Product Will Be Preferred  
F. Solar Panles Required - 1.5 Kwp, 3 Kwp,  
G. Technical Data Sheet Required.  
H. Tier One Solar Panel Company Product Will Be Considered. |
| 2. Solar PCU | A. Mppt Based  
B. Dsp Controled Tecnology  
C. Priorty Setting Mode Should Be First Solar Panel, Then Grid, Then Solar Battery  
D. Battery Type Support For Vrla Batteries/Tabular Batteries  
E. Pcu Should Have Almost All Type Of Protection Features.  
F. Lcd Display  
G. Monitering Features Should Be With Rs 232, Sd Card, Gprs  
H. Galvanic Isolation Tranformer.  
I. Made In India Product Will Be Preferred.  
J. PCU Rating as Per Requirement  
K. Technical Data Sheet Required. |
| 3. Solar Battery | A. VRLA/SMF/Tabular Solar Battery will Be Considered.  
B. Technical Data Sheet Required With VAH Calculation  
C. Exide/Aamron/Hbl/(Bank Approved Solar Battery) |
| 4. DCDB AND ACDB | As Per Standard |
| 5. Arrey Juntion Box | As Per Standard |
| 6. Structure | Galvanize Iron With Good Strength And Reliable In High Wind Flow Condition. |
| 7. Lightening Arrester | 1 Nos Copper Make, If Required |
| 8. Dc Cable ,Ac Cable And PVC Pipe | As Per Standard |
| 9. Neutral And Earth Voltage | Neutral And Earth Volatge For ATM Machine Comfortable (Less Then 2 V) Or As Specified by SBI |
| 10. Earthing | Vendors to provide Earthing for Solar UPS and Solar Panel. |
| 11. Civil Work | Chemical Curing In Civil Work In Fixing Of Structure With Safe Guard Of Roof /Building |
| 12. Maintenance | A. Service Engineer Visit Mandatory In Quarterly Basis Service Report Should Be Submitted Quarterly.  
B. Work Should Be Done In Every Visit Like, Solar Panel Cleaning, Remove Dust In Inside Of Pcu And Check All The Pcu Parameters.  
C. Be Ensure That 98% |
| 13. Hiring Inclusive Of All Exp. | All These Exp. Will Be In Vendor Scope  
A. All Type Of Exp. Related With Electricty Department/Local Authority Etc  
B. Transportation, Installation And All Other Exp. In Vendor Scope.  
C. Panelty Point Is Cleary Mentioned In Point No. 16 Page No.21 |

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

Non-Refundable Tender Fees amount to be paid only through SBI Collect payment portal available in SBI site (https://www.onlinesbi.com)

GUIDELINES TO MAKE ONLINE TENDER FEES

Go to SBI Internet Banking website
https://onlinesbi.com
↓
Select SBI Collect from Top Menu
↓
Click Check box to Proceed
↓
Select "All India " in state Corporate/Institution and "Commercial Services" in type of Corporate / Institution
after that click go
↓
Select "SBI INFRA MANAGEMENT SOLUTIONS PVT. LTD." IN Commercial Services Name and Submit
↓
Select "Tender Application Fee" in Payment category and Enter "Tender No " and Submit

The bidder will have to fill up the fields properly. Upon making the payment a receipt will be generated with a reference Number on it. The bidder has to enclose the receipt along with The Application form