

TENDER ID	LUC202303001
DATE	24.03.2023



NOTICE INVITING TENDER

HIRING OF SOLAR POWERED UPS SYSTEMS ON MONTHLY RENTAL BASIS

FOR 100 SBI ATMs IN LUCKNOW CIRCLE.

TENDER SUBMITTED BY:

NAME OF CONTRACTOR:.....

ADDRESS:
.....

NOTICE INVITING TENDER (NIT)

State Bank of India invites e-Tenders in two bid system for providing 1.75 KWp Solar Powered UPS System for power back-up at 100 SBI ATM installed in Lucknow Circle. Price bid of only those vendors will be opened who qualify in technical bid as per eligibility criteria specified in the tender document as under:-

1.	Scope of Work	<p>i) Supply, installation , testing and commissioning of 1.75 KWp Solar Power system with 4x150 Ah battery backup for providing power back-up to ATM with other necessary infrastructure , wire, civil work i.e. ATM/CDM network system, Fan, LED lights and CCTV etc. at 100 ATMs for 24 hours X 365 days a year, irrespective of the rains and other weather conditions.</p> <p>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 while quoting the rate. based on power availability</p> <p>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.</p>
2.	Tender visiting dept	<p>AGM (Premises &state), State Bank of India, 1st Floor, B wing, Local Head Office, Lucknow-226001 Contact details AGM(P&E) : 0522-2295361 Email: agmpne.lholuc@sbi.co.in Manager(Electrical): 0522-2295365, 8384826503 Email : pramod.kumar7@sbi.co.in</p>
3.	User Department	<p>Anytime Channels (AC), State Bank of India, 1st Floor, A wing, Local Head Office, Lucknow-226001</p>

4.	Availability of tender documents	<p>Tender documents to be downloaded from the Bank's website procurement news https://bank.sbi >SBI in the news >procurement news</p> <p>Or from https://etender.sbi website</p> <hr/> <p>Link<sbico.in><SBI in the news><Procurement News> w.e.f. 24-03-2023 up to 10-04-2023.</p>
5.	Technical Bid	<p>Technical Bid duly signed and stamped with all supporting documents should be submitted in 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 SYSTEMS FOR POWER BACK-UP TO 100 SBI ATMs IN LUCKNOW CIRCLE ON MONTHLY HIRING BASIS FOR A PERIOD OF 10 YEARS (5 + 5 Years)” addressed to the AGM (P&E), SBI, 1st Floor, B wing, LHO, Lucknow.</p> <p>Technical Bids to be submitted 10.04.2023 up to 3:30 PM. However, Technical Bids would be opened even in the absence of any or all the vendor’s representatives.</p> <p>After opening, the Technical Bids will be evaluated on the basis of the minimum eligibility criteria specified in this Tender.</p>
6.	Price Bid	<p>Price Bid to be submitted online through e-tendering portal only up to 10.04.2023 at 3:30 PM.</p> <p>Price bid of only those bidders who are meeting eligibility criteria and qualified in technical bid.</p> <p>The quoted rate shall include 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 and all related expenses to complete the work. However, GST will be extra as applicable</p>
7.	Date and Time of opening of Technical Bid	<p>10.04.2023 up to 3:45 PM in the office of AGM (P&E), SBI, 1st Floor, B wing , LHO, Lucknow.</p>
8.	Date and Time of opening of price bid	<p>10.04.2023 up to 3:45 PM online in the office of AGM (P&E), SBI, 1st Floor, B wing , LHO, Lucknow. (online price bid of only those bidders shall be opened who qualify in technical bid)</p>

9.	Validity of Tenders	Tenders shall remain valid for a period of 90 days from the date of opening of price bid. If the Bidders withdraw their offer during the validity period or makes modifications in his/her original offer which are not acceptable to SBI without prejudice to any other right or remedy, SBI shall be at liberty to forfeit the Security Deposit.
10.	Earnest Money Deposit (EMD)	Rs.80,000/- issued by any Nationalized/Scheduled Bank drawn in favour of “ AGM (premises & Estate), LHO, Lucknow ” payable at Lucknow . EMD of successful vendor(s) will be converted into Security Deposit. EMD of remaining unsuccessful bidders shall be returned after issuing work Order to lowest bidder. No interest shall be paid on EMD. Micro and small enterprises with valid certificate for solar work are exempted for submission of EMD.
11.	Security Deposit (ISD)	Successful bidder(s) shall submit, 3% total contract value of yearly rent (No of ATM sites X monthly rental X 12) in the form of Demand Draft issued by any Nationalized/Scheduled Bank drawn in favour of “ AGM (premises & Estate), LHO, Lucknow ” payable at Lucknow within 14 days of receipt of “intimation by e-mail/letter”. Security deposit will be interest free.
12.	Terms & mode of payment	<p>I. There would be no provision for advance rental payment.</p> <p>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 by Bank Electrical Engineer and deducting penalties, if any, the user deptt. will make payment for the monthly hiring charges due within 7 days.</p> <p>III. The monthly hiring rate will be firm throughout the initial contract period of 5 years from the date of issue of the work order for an ATM site and shall not change at any event during the contract period.</p> <p>IV. Payment shall be made by way of Electronic fund transfer by the Branch. The vendor should furnish details of the Bank, A/c no, IFSC code PAN, GST numbers etc. in the Invoice.</p>
13.	For e-Tender related queries	<p><u>Service provider:</u> For E-Tender related queries: Service provider: M/s e-Procurement Technologies, Ahmedabad.</p> <p style="text-align: right;">(Mr UDIT YADAV : 079-6813 6815, 6354919566) Salina Motani 079-68136831, salina.motani@eptl.in</p>

		<p>Ekta Mahajan ekta.m@eptl.in / Phone: +91 96 24 990356 /</p> <p>Jainam Belani jainam@eptl.in M: +91- 9904407997 9081000427</p> <p>Sujith Nair 079-68136857, sujith@eptl.in</p> <p>Devang Patel 079-68136859, devang@eptl.in</p> <p>Deepak Narekar 079-68136863,</p> <p>deepak@eptl.in</p>
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14.	Work Distributions	The order for installation of PV Solar Power Systems may be split among L1, L2 & L-3 Vendors in the ratio of 50%, 30% and 20% respectively provided L2 & L3 bidders are agreeable to match the L1 price on same terms & conditions. In case, only one bidder among L2 & L3 is willing to match the L1 price, the order will be distributed into 60:40 between the L1 bidder and the L2 or L3 bidder who willing to match the L1 price. In case both L2 & L3 bidders are not willing to match the L1 price, the entire order will be placed with the L1 bidder.
15	Completion time	<p>L1 50 sites : 90 days from date of receipt of work order L2 30 sites : 75 days from date of receipt of work order L3 20 sites : 60 days from date of receipt of work order</p> <p>In case both L2 & L3 bidders are not willing to match the L1 price, the entire 100 ATMs work order will be placed to L1 bidder and total work shall be completed with-in 90 days.</p>
16.	Notes:	
	a)	In case the date of submission of 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 SBI 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 (at Bank's discretion).
	d)	The vendor has to obtain all necessary approvals/permissions, from the appropriate government authorities/Local authorities required for the completion. The vendor shall indemnify the SBI from all legal and monetary liabilities arising due to the violation of the approvals/permissions, rules and regulations.
	e)	All pages of the Technical Bid documents should be serially numbered and shall be signed by the authorized person(s) of the applicant only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page.

	f)	Micro, Small Enterprises need not to submit EMD along with the technical bid. Micro and small enterprises with valid certificate for solar work are exempted. Please ensure that certificate submitted is valid for tendered solar work.
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Assistant General Manager (P&E)

MINIMUM ELIGIBILITY CRITERIA

- i) Bidder should have minimum 5 years' experience as on 31.03.2023 in supply, installation & commissioning of **aggregate capacity 70 KWp solar power system** on OPEX/ CAPEX. (copies of work order and completion certificate)
- ii) The Bidder should have minimum average annual turnover of **Rs. 24.12 Lacs** during last 3(three) Financial years (2019-20, 2020-21 & 2021-22). (copy of profit & loss, balance sheet to be submitted)
- iii) The Company/Bidder Shall have Service Centre/ Office in Uttar Pradesh State. In case they do not have, letter of undertaking to be submitted to open service centre or established office(s) in Uttar Pradesh State within 2 months after issue of work order. SBI may, at its discretion, inspect the office for confirmation. (copy of rent agreement/electricity bill/GST/ Tarde license etc)
- iv) The applicant is required to furnish their PAN. (copy to be attached)
- v) The applicant is required to furnish their no. GST number. (copy to be attached)
- vi) The bidder should have enough Staff/ Engineers/Technician for installation, commissioning, and maintenance.(Name with contact details to be filled in annexure A)
- vii) **EMD : Rs.80,000/-** issued by any Nationalized/Scheduled Bank drawn in favour of **“AGM (Premises & Estate), LHO, Lucknow”** payable at **Lucknow**. Micro and small enterprises with valid certificate for captioned work are exempted.

MODE OF SUBMISSION OF TENDER:

Technical bid : soft copy to be uploaded on e-tender sbi portal

Hardcopy with EMD & each page of Technical Bid should be signed and stamped with required documents to be sent at this office:

“TECHNICAL BID FOR HIRING OF 1.75 KWp SOLAR POWERED UPS SYSTEMS FOR 100 ATMs ON MONTHLY RENTAL BASIS “

Price bid: to be **submitted online only** through e-tendering portal. No hardcopy to be sent at this office.

GENERAL TERMS & CONDITIONS OF THE TENDER:-

- 1) The e-Tendering shall be conducted through Bank's Service Provider for finalization monthly hiring Rates as per BOQ placed along. Applications/ Technical Bids received by SBI.
- 2) The SBI 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/unfilled Price Bid.
- 3) The EMD/ Security deposit deposited shall not carry any interest. If the vendor, who quoted lowest amount in the Price Bid, backs out and does not execute the work in time, his 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** may pay the full or the unpaid balance due, as the case maybe, 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.
- 5) **Opening & Evaluation of Technical Bids:-**
 - i) The Bidders' names, the presence or absence of requisite document and such other details, at the discretion of SBI, 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) SBI 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, SBI 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) 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.
 - vi) During evaluation and comparison of bids, SBI 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 instance of the bidder shall be entertained.

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

6) Contacting the Bank:-

- i) No Bidder shall contact SBI 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 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 will award the Contract to the successful Bidder/s who has/have been determined to qualify to perform the Contract satisfactorily, and whose Bid after reverse auction 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 reverse auction, as per BOQ
- iii) The order for installation of PV Solar Power Systems may be split among **L1, L2 & L-3 Vendors in the ratio of 50%, 30% and 20% respectively** provided the L2 & L3 bidders are agreeable to match the L1 price.
 - A)** In case, only one bidder among L2 & L3 is willing to match the L1 price, the **order will be split 60:40 between** the L1 bidder and the bidder willing to match the L1 price.
 - B)** In case L2 & L3 bidder are not willing to match the L1 price, the entire order will be placed with the L1 bidder.
- iv) 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 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, the decision of SBI will be final and binding on all vendors.
- v) The decision of SBI in allotment/distribution of sites to bidder/vendor will be final and binding on all the participating bidders/vendors.

8) Completion time

L1 Bidder : 50 sites : 90 days from date of receipt of work order

L2 bidder : 30 sites : 75 days from date of receipt of work order

L3 bidder : 20 sites : 60 days from date of receipt of work order

9) Penalty

A penalty of 0.5 % per week per ATM subject to maximum 5% of total monthly rental of awarded sites may be imposed for delay in completion in work. In case delay more than 10 weeks from scheduled date of completion Bank may have the option to cancel work order and forfeit EMD with ISD.

Technical / Commercial terms & conditions:-

1.0 SCOPE OF WORK

- i) To supply, install, test, configure, commission & maintain the minimum 1.75 KWp PV Solar power systems at 100 ATM site as per attached list.
- 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. Vendor will also determine the grid power availability while site survey. battery capacity shall be minimum 150 Ah. or more depending on power cut.
- iii) The vendor should have Remote Monitoring 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. (solar panel wp and type should be specified here)
- v) The user Department 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 **8(eight) hours for Urban area & 12(Eight) Hrs.** for Semi-urban / Rural area and arrange for spare parts on a continuous basis within 24Hrs for all Geographical regions.
- 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. In case any battery sizes upgradation for battery bank is required due to more power cut, that is to be done at the cost of vendor.
- ix) Vendor shall provide to the bank MIS report, in the format approved by the Bank, on daily basis.
- x) The Remote 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 ATM & Premises dept on daily basis. Online access of the remote monitoring system is to be given to user dept. or it's Representative. Remote monitoring system report must contain following

parameters.

- a) Output Voltage
- b) Output Current
- c) Grid / Generator voltage input to PCU
- d) Grid/Generator Current consumption.
- e) Solar power generation(KWh)
- f) PV Solar current generation
- g) Battery charging current
- h) Battery discharging current
- i) Battery voltage

xi) 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. (vendor will take enough care that due to structure installation there should not be any water leakage from any terrace / roof)

xii) 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, 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.

xiii) 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 and transit insurance.

xiv) The Existing UPS with battery shall be shifted by the Bank at its own cost and arrangement or Bank may also advised to the solar vendor for shifting of the same to other ATMs/Office/Store, In such cases Bank will bear only cost of transportation and transit insurance.

xv) The vendor must establish service center at least at any one major city of UTTARPRADESH with sufficient spare parts. However, if the need arises to provide satisfactory service, the vendor shall open the additional service center where PV Solar system are to be installed in consultation with the Bank.

xvi) Remote monitoring: 4G based remote monitoring and the access of the monitoring is to be provided to the Bank so that Bank may also monitor the sit

2.0 SECURITY DEPOSIT-

The Vendor has to submit **3% of the total contract value** of yearly rent (**No of ATM sites X monthly rent X 12**) in the form of Demand Draft issued by any Nationalized/Scheduled Bank drawn in favour of State Bank of India, Payable at **Lucknow** as security deposit for the total contract period until and unless the same comes to end by termination, expiry or as decided by SBI. The security deposit will be interest free and 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. In case Vendor fails to perform the contract, Bank shall forfeit the SD.

7. 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 shall not be liable for any such damages.

8. 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 . Vendor must share escalation matrix with us for smooth working

9. 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.

a) For delay in operationalization -

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

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

- ii) For Daily uptime < 96% to $\geq 90\%$, penalty will be 40% of per day rent
- iii) For Daily uptime < 90%, penalty will be 60% of per day rent

If grid power availability is less than **four hours** in a day, no penalty will be charged for uptime < 90% on verification of 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 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. The vendor has to rectify the problem with-in Turn around time (TAT) of 12 Hrs from time of record of complain. Therefore, vendor has to keep remote monitoring of all awarded sites and rectify the issue as preventive measures. In extraneous circumstances, beyond the control of Vendor, the Bank may at its discretion will not levy penalty for the affected period. SBI decision would be final.

If incident of break down (more than 4 Hrs between 8 AM to 8 PM) of the equipment occurs three times a month in a particular site, then the order may get cancelled for that particular site. Bank may also recover the cost incurred in installing the new UPS and batteries at the site.

b) Calculation of penalty will be based on the MIS report (Uptime Report) provided by the vendor after due verification by the Electrical Engineer. 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.

d) Details of power consumed from Grid supply/ DISCOM supply is to be maintained by the vendor/firm.

10. 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.

11. 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 contract or any third party.

12. 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 Lucknow. On occurrence of any dispute, which is not resolve amicably the DGM & CDO shall on request of vendor, shall appoint an arbitrator with-in 30 days of receipt of letter from vendor.

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 Lucknow.

13. 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 estate 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 monthly rental for all allotted sites.
- 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 from any claims, legal or monetary arising due to the above stated clause as in 17 (a), (b) and (c).

14. 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.

15. TERMINATION OF CONTRACT

SBI/ 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 the vendor will not be entitled to claim for any of the losses or the expenses incurred on account of termination of the contract by the Bank.

16. RELIABILITY

Since the equipment shall be installed at critical sites, the equipment's 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.

17. INDEMNITY

a) Vendor shall have to indemnify the Bank against any loss/expenditure incurred or any Dispute/ claims from anybody.

b) 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.

c) Vendor shall have to indemnify the SBI 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 monthly rental of allotted sites.

d) Vendors shall have to indemnify the SBI 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.

18. 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.

ii) 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.

19. 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.

20. PRE-DISPATCH INSPECTION

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

21. Quoted Rates:-

The quoted rate will be monthly charges for Hiring of 1.75 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 & 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 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 and all related expenses to complete the work. However, **GST will be extra as applicable.**

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 shall be for a period of 5 years, to be extended for another period of 5 years** with mutual consent of the user deptt. and the vendor under existing terms and conditions and same rate.

22. 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.

23. 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 there of vendor shall sign an agreement in a non-judicial stamp paper of appropriate value. and to accept the terms and conditions in this contract. Price Bid/BOQ, its subsequent corrigendum and any other conditions stated in this tender document before and after execution of the contract. If the services of vendor(s)/firm(s) is(are) not satisfactory then Bank can terminate the contract by giving one month notice.

24. 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.

APPLICATION-CUM-TECHNICAL BID FORM:-

1.	a) Name of the applicant/organization	
	b) Full Postal Address of the Firm c) Contact Details (i) Phone No: (ii) Mobile No: (iii) Fax No: (iv) E- mail address:	
2.	Year of establishment Please enclose documentary evidence (Enclosure A)	
3	No. of years of experience in the Solar field (Enclosure B)	
4.	Yearly turnover of the organization from Solar Business during last 3(three) years (year wise) and furnish balance sheet and Profit & Loss A/c., Certificate from CA for the last 3 years. (Enclosure C)	
5.	Bank's solvency certificate, not issued prior to last 6 months from the closing date of the tender (Enclosure D)	
6.	PAN No. (Income tax) Enclose certified copies of document as evidence (Enclosure E)	
7.	Goods & Service Tax (GST) No. Please enclose documentary evidence (Enclosure F)	

ANNEXURE-A
Details of work executed

Satisfactory work completion/Performance certificate (completed Annual Contract value of min.1 year will be considered) from the clients in last 5 years on 31.03.2023:

Sr. No.	Name & Location of the client	Solar Systems		Annual Contract Value (Opex) / WO Value (Capex)
		Capacity Each (KWp)	No's	
1				
2				
3				
4				
5				

TECHNICAL SPECIFICATIONS

	Product Details	Specification required
1.	Solar panels	<p>A. Mono crystalline</p> <p>B. Solar Panel Efficiency Should Be More than 17%.</p> <p>C. BIS Standard or Certified by Any Govt. Agencies</p> <p>D. Each PV Module Must Use Rf Identification Tag (Rfid)</p> <p>E. Made in India Product Will Be Preferred</p> <p>F. Solar Panels Required - minimum 1.75 Kwp, (440 Watt x 4 nos)</p> <p>G. Technical Data Sheet Required.</p>
2.	Solar PCU	<p>A. MPPT Based</p> <p>B. DSP Controlled Technology</p> <p>C. Priority Setting Mode Solar/ Grid/ Battery</p> <p>D. Battery Type Support for Vrla Batteries/Tabular Batteries C10</p> <p>E. PCU Should Have Almost All Type of Protection Features.</p> <p>F. LCD Display</p> <p>G. Monitoring Features Should Be with RS 485, SD Card, 4G</p> <p>H. Isolation Transformer.</p> <p>I. Made in India Product.</p> <p>J. PCU Rating as Per Requirement (48 V)</p> <p>K. Technical Data Sheet Required.</p>
3.	Solar Battery	<p>A. VRLA/Tabular Solar Battery C10 will Be Considered.</p> <p>B. Technical Data Sheet Required with VAH Calculation</p> <p>C. Exide/Aamron//LUMINOUS/UTL/(Bank Approved Solar Battery)</p>
4.	DCDB AND ACDB	As Per Standard
5.	Arrey Junction Box	As Per Standard
6.	Structure	Galvanize Iron with Good Strength and Reliable in High Wind Flow Condition
7.	Lightening Arrester	Nos Copper Make, If Required
8.	Dc Cable, Ac Cable and Pvc Pipe	As Per Standard- only Copper cable (ISI STANDARD)
9.	Neutral and Earth Voltage	Neutral and Earth Voltage for ATM Machine Comfortable (Less than 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. B. Be Ensure That 98% up time.
13.	Hiring Inclusive of All Exp.	All These Exp. Will Be in Vendor Scope A. All Type of Exp. Related with Landlord/ Electricity Department/Local Authority Etc. B. Transportation, Installation and All Other Exp. In Vendor Scope. C. Penalty Point Is Clearly Mentioned in Point No.11 Page No.21

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

Note: SBI 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 SBI to make inquiries about them with those clients.

Signature of the Authorised person of Vendor with official Stamp

Date:

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 Corporate Office At State Bank Bhawan, Madame Cama Road, Nariman point, Mumbai having one of its offices at **Any ime Channel Department**, State Bank of India, Local Head Office, Lucknow 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) Solar Power system for providing power back-up to SBI ATM sites spread across areas under Circle Office, Lucknow, 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 shall be for a period of 5 years, to be extended for another period of 5 years subject to satisfactory performance with mutual consent of the user deptt. and the vendor at same rate and existing terms conditions

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:

- a) Supply, installation , testing and commissioning of **1.75 KWp** Solar Power system with **4x150 Ah battery backup** for providing power back-up to **ATM** with other necessary infrastructure , wire, civil work i.e. **ATM/CDM network system, Fan, LED lights and CCTV etc. at 100 ATMs** for 24 hours X 365 days a year, irrespective of the rains and other weather conditions. AC will not run on solar powered system.
- b) The Vendor should undertake to guarantee a minimum up time of 98% In case any battery sizes upgradation for battery bank is required due to more power cut, that is to be done at the cost of vendor

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>

All terms and conditions shall be same as mentioned in the Tender Nodated and the aforesaid work order dated dd/mm/yyyy Copies of the above documents are appended to this agreement and shall form part & parcel of this agreement

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

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.

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 their duly authorized representatives as of the date and day first mentioned above.

By
Authorized Signature.....

By
Authorized Signature.....

Name.....

Name

Designation

Designation

Date:

Date:

Witness:

Witness:

PRICE BID (to be submitted online only)

Supply, Installation, Testing and Commissioning(SITC) of 1.75 KWp Solar Power system with 4x150 Ah battery backup for providing power back-up to 100ATM in Lucknow Circle.

S.N.	Details of Solar Powered UPS System with batteries	Qty.	Monthly rental per ATM excluding GST (Rs.)
	A) Minimum 1.75 KWp Monocrystalline solar power (440 watt x 4 nos) B) Battery type: C10 Tubular battery (4 nos x minimum 150 AH) C) Minimum 1.5 KVA Off Grid UPS System with (SGB, SBG mode), 48V, MPPT, 4G SIM based Remote monitoring feature, RS 485 D) All necessary Solar PV panels structure, connection cables, wires, DCDBs, ACDBs, array, earthing, lightning arrestor , civil works and any other item required for installation and commissioning (If any ATM location having more power cut than battery back up to be upgraded by vendor by using 180 or 200Ah... battery ratings)	01	

Work distribution :

The order for installation of PV Solar Power Systems may be split among L1, L2 & L-3 Vendors in the ratio of 50%, 30% and 20% respectively provided L2 & L3 bidders are agreeable to match the L1 price on same terms & conditions.

In case, only one bidder among L2 & L3 is willing to match the L1 price, the order will be distributed into 60:40 between the L1 bidder and the L2 or L3 bidder who willing to match the L1 price.

In case both L2 & L3 bidders are not willing to match the L1 price, the entire order will be placed with the L1 bidder.