



SUPPORT SERVICES DEPARTMENT & DIGITAL BANKING DEPARTMENT
UNION BANK BHAVAN, 7TH FLOOR, 239 VIDHAN BHAVAN MARG, NARIMAN POINT,
MUMBAI - 400 021

TEL.NO: (022) - 22892508 / 22892169

REQUEST FOR PROPOSAL (RFP)

DOCUMENT

FOR

**EMPANELMENT, SUPPLY, INSTALLATION &
MAINTENANCE OF INDEPENDANT SOLAR POWER
SYSTEMS ON BUILT, OPERATE & OWN BASIS**

NOTE: This document contains 62 pages including this cover page

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Following terms are used in the document interchangeably to mean:

1. RFP means this "Request for Proposal document", and includes the RFP response documents prepared by the bidder and Submitted to Bank.

2. OEMs means "Original Equipment Manufacturers"

REQUEST FOR PROPOSAL

Union Bank of India, the leading Nationalized Bank invites technically complete and commercially competitive sealed offers from established vendors for EMPANELMENT & SUPPLY, INSTALLATION & MAINTENANCE OF INDEPENDENT SOLAR POWER SYSTEMS ON BUILT, OWN & OPERATE BASIS.

Please visit our website www.unionbankofindia.co.in or Government portal (www.tenders.gov.in) for details. RFP forms can be downloaded from the website.

- Date of Commencement of issue of RFPs* : From 27.06.2015 during office hours.
- Last date for receipt of RFP queries* : 08.07.2015 till 17.00 hrs.
- Date, time & venue of Pre-bid meeting* : 10.07.2015 at 15.00 hrs in the office of DGM (SSD),
Union Bank Bhavan, 239 Vidhan Bhavan Marg, 7th
Floor, Support Services Department, Nariman Point,
Mumbai - 400 021.
- Last Date for Submission of Sealed Bids* : 17.07.2015 till 15.00 hrs
- Date & time of opening of Technical Bids* : 17.07.2015 at 15.30 hrs
- Place of opening of Bids* : Union Bank Bhavan, 239 Vidhan Bhavan Marg, 7th
Floor, Support Services Department, Nariman Point,
Mumbai - 400 021
- Fees for RFP document (non refundable)* : ₹. 5,000/- in the form of Pay order / D.D in favour of
Union Bank of India, payable at Mumbai.
- Earnest Money Deposit (Bid Security)* : ₹. 5 lacs in the form of Pay order / D.D in favour of
Union Bank of India, payable at Mumbai.

Bank reserves the right to change the dates, timings mentioned above or elsewhere in the RFP, which will be communicated by placing the same as corrigendum under Tender section on Bank's web-site. Bidder should check the Bank's website before the submission of proposal for the corrigendum, if any.

DY.GENERAL MANAGER (SSD)

1. RFP document can also be obtained from the office of the *Electrical Officer, Architect Division, Support Services Department, 2nd Floor, Central Office, Mumbai* on payment of 5000/- (non-refundable) in form of Pay order / DD in favour of Union Bank of India payable at Mumbai. If the RFP document is down loaded from Bank's website, the RFP form fees is to be submitted along with the pre-qualification bid.
2. RFP are to be submitted in the **Tender Box kept on 7th Floor, Support Services Department, Union Bank Bhavan, Nariman Point, Mumbai – 400 021** (as per detailed in RFP).
3. The Bidders must use only the RFP forms issued for the purpose. Intimation of RFP quoted by letter, telegrams / telex will not be acceptable.
4. Bidders are advised not to make any alteration/modification in the RFP documents, Item of work or in any respect whatsoever. Violation of this requirement will make the RFP liable for rejection.
5. In case of postal delivery, the Bidders has to ensure that RFP is reached before the due date and time. The Bank will not be responsible for damage in the transit and delay of receipt of RFP, if any or sent by a special messenger. RFP received late shall be rejected.
6. Every page of the RFP documents should be signed by the person or persons submitting the RFP in token of his/their having acquainted himself/themselves with the General and Special Conditions of Contract, Specifications etc., as laid down. Any RFP with any of the documents not so signed will be subjected to rejection.
7. No consideration will be given to a RFP received after the time stipulated above and no extension will be allowed for submission of the RFP.
8. The Union Bank of India shall not be bound to accept the lowest price bid submission and reserves the right to accept or reject any or all the RFPs without assigning any reason whatsoever.
9. This notice inviting RFP, the conditions of RFP and the duly completed form of RFP etc., will form part of the Agreement to be executed by the successful Bidders with the Bank with all Annexure.
10. The Technical bid in physical form along with supporting documents should be submitted on or before **17.07.2015** up to 15.00 hrs.
11. The queries to be forwarded on emails on or before **08.07.2015** as under: -
rajashri@unionbankofindia.com; rajeshnagrare@unionbankofindia.com

The order for installation of Solar Power Systems will be split between the eligible L1, L2 & L3 vendors in the ratio of 50%, 30% & 20%. L2 & L3 to match the price of L1.

DY. GENERAL MANAGER (SSD)

INSTRUCTIONS

1. INTRODUCTION:

Union Bank of India is one of the major public sector banks in India and has 4200+ branches and more than 7000 CDs/ATMs geographically located all across the country. The Bank has decided to utilize solar power system (hereinafter referred to as SPS), in its rural and semi-urban branches and ATMs in a phased manner, under Built, Own and Operate (BOO) model. Union Bank of India (hereinafter referred to as THE BANK) is looking for vendors who will be able to supply, install, maintain and monitor these systems across all locations in India, and who comply with the criteria mentioned hereunder.

Section I: Eligibility Criteria

This invitation of Bids is open to all Original Equipment Manufacturers (OEMs) [i.e. Manufacturer / Supplier / System Integrator] or their authorized agents/representatives/dealers, having presence in India, provided they meet the minimum qualification criteria mentioned below. Only those vendors who fulfill all the criteria are eligible to respond to the RFP. Offers received from the vendors who do not fulfill all, or any, or part, of the listed eligibility criteria are liable to be rejected.

The eligibility criteria have been set keeping in mind the requirements of the Bank for supply, delivery, maintenance & monitoring services covering the length and breadth of the country. Since the support and services offered by the Bidder will have a direct bearing on the reputation of the Bank, Bidders need to have a proven track record, minimum installed base, sufficient means and net worth.

SR	PRE-QUALIFICATION CRITERIA	COMPLIANCE Y/N	REQUIRED DOCUMENTS
1	The bidder should be engaged in Solar Photo Voltaic Power business including supplying, installing, commissioning, maintaining and monitoring of installed sites in India for at least the last three financial years, and should have a national presence.		i. Copy of registration and certificate of incorporation of business/Certificate of commencement of business if public ltd co. ii. List of Zonal/State wise offices
2	The bidder should be the Original Equipment Manufacturer (OEM) or System Integrator or their authorized representative in India. An authorization letter as per the annexure- IX from manufacturer /system integrator to this effect should be furnished. This letter should specify that in case authorized representative is not able to perform obligations as per contract during contract period, the Original Equipment Manufacturer would provide the same.		i. Production certificate of the product manufacturing company or system integrator ii. accreditation/ authorization letter from OEM to be submitted

SR	PRE-QUALIFICATION CRITERIA	COMPLIANCE Y/N	REQUIRED DOCUMENTS
3	The bidder can have a pre-tender association with only one other system Integrator / Technological partner / Technological associate for participation in the tender. However, the Bank will enter into an agreement only with the Bidder who will be solely responsible for the Supply, Installation, Maintenance and monitoring of Independent Solar Power Systems on built, own and operate basis.		i. Copy of agreement/ association with other system integrators/ technological associates /technological partners
4	The bidder should have successfully implemented minimum 100 nos. SOLAR POWER SYSTEMs with remote monitoring system in at least 2 Nationalized Banks/Financial institutions/Central Government organizations, for commercial purpose in the last 3 years. The bidder must have executed the orders of similar nature and magnitude. The certificate to this effect from the organization/s where the bidder has installed the equipment along with a letter of satisfaction should be furnished along with Technical bid.		i. Details of installed sites with full address to be submitted ii. Purchase order from organization regarding number of sites installed iii. Letter of satisfaction from organizations where bidder has installed SPS equipment iv. Sample of Monitoring Report
5	Bidder should have a minimum annual turnover of Rs. 50 lacs on account of solar business during last three consecutive financial years (Audited balance sheet for 2012-13, 2013-14 and provision CA certified copy of 2014-2015 Balance sheet).		Copies of Audited balance sheet for the FY 2012-13, 2013-14 and provision CA certified copy of 2014-2015 Balance sheet.
6	Bidder should have earned operating Profit during each of the last three financial years, i.e. 2012-13 and 2013-14 and 2014-15.		Copies of Audited statement of accounts & balance sheet for the FY 2012-13, 2013-14 and provision CA certified copy of 2014-2015 Balance sheet.
7	Bidder must be in position to provide total support for complete system including components of Solar PV Module, Inverter & Battery etc. An undertaking to this effect must be submitted along with Technical Bid. The bidder should have support centers for service and spares in at least 100 locations in India.		List of support/service centers with complete addresses and contact numbers to be submitted

SR	PRE-QUALIFICATION CRITERIA	COMPLIANCE Y/N	REQUIRED DOCUMENTS
8	The bidder should have its module certified to National / International Standards / CPRI. Valid Test certificate effective for at least 18 months from the date of RFP for each capacity should be furnished as a proof in the technical bid. Detailed technical specifications of each component of Solar Power system must be furnished in the technical bid.		i. Copy of valid certification to be submitted ii. Separate technical specifications of each component to be submitted
9	The bidder should be willing to indemnify the Bank against any loss/expenditure incurred or any disputes/claims raised for having used patented designs in their hardware pertaining to this RFP. Any patented design used in the solar power equipment supplied to the bank should be under manufacturer's license agreement. A copy of such agreement/s authorizing the bidder to manufacture the patented designs shall be submitted to the bank.		Indemnity bond for: i. Providing adequate maintenance/service support ii. indemnity against legal damages for using patented designs
10	The production unit / factory of the bidder should be ISO 9001:2008 certified or higher. If the production unit is outside of India, it should meet equivalent international standards.		Copy of certificate to be submitted
11	The bidder should have: •PAN card •Trade Tax/ Sales registration •VAT registration •Service tax registration •TIN registration		Copies of PAN card, Sales registration, VAT registration, Service tax registration & TIN registration to be submitted
12	The Bidder, bidding for the above tender, should not have been black listed or been expelled from any project or have had their contract terminated for any breach by any Government Authority or Public Sector Undertaking (PSUs), otherwise their bid will not be considered.		Certificate from company secretary or external auditor to be submitted.
13	The bidder should ensure that there are no pending cases against the bidder involving cheating/fraudulent activities.		Certificate from company secretary or external auditor to be submitted.
14	OEM should certify that full range of technology support in the form of hardware/ software/ spares and maintenance will be available for minimum 5 yrs.		Certificate on letter head of manufacturing company counter signed by bidder, if OEM is not the bidder.

SR	PRE-QUALIFICATION CRITERIA	COMPLIANCE Y/N	REQUIRED DOCUMENTS
15	The bidder should be willing to enter into an Integrity pact with the Bank to the effect that they will not resort to any corrupt practices in any aspect/stage of the contract. Only those bidders who enter into such a contract with the bank will be considered for participation in the tender.		Pact to be signed at the time of submission of RFP.As per the Annexure-

Note: Vendor must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. No further correspondence will be entertained in this case. Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made as mentioned in Annexure-B. The Bank reserves the right to verify / evaluate the claims made by the vendor independently.

PART 2: DISCLAIMER

- a)The information contained in this RFP document or any information provided subsequently to Bidder(s) whether verbally or in documentary form, by or on behalf of the Bank, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- b)This RFP is neither an agreement nor an offer and is only an invitation by the Bank to interested parties who are qualified for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP.
- c)Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Such change will be published on the bank's website www.unionbankofindia.com
- d)This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.
- e)The Bank reserves the right to reject any or all the proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive and binding on all the parties.

3. EMPANELMENT & IMPLEMENTATION OF PILOT PROJECT:

1. The vendors found to be eligible after scrutiny of eligibility criteria, and further evaluation of technical specifications, will be asked to conduct a PoC/Pilot project for a period of three months. The PoC will be for approximately 10 sites each, and only after successful completion of the PoC will the bank proceed for opening the commercial bids/ reverse auction.
2. The successful bidders (L1 to L3) will be empanelled by the Bank for implementation of the Solar Power Module Plan for 2 years, renewable for a further period of 3 years subject to satisfactory performance and successfully completion of Pilot project.
3. The Bank will make payment to the agencies on L1 rate discovered after reverse auction, for the three months duration of the pilot project. In case uptime is less than 98% during Pilot project, Bank may not consider the vendor for commercial evaluation/final empanelment.
4. All empanelled vendors will be allotted 10 sites each at different locations for installation and commissioning of Solar Panel under Pilot project. Bidders must install the Solar panel and make the site operational within 15 days of issuance of order or from the date of finalization of roof right, whichever is earlier.

5. SCOPE OF WORK:

1. To install, test, configure, commission, maintain & monitor the Solar power systems at various locations identified by the Bank. An agreement will be effected at Central Office Level. However, for the purpose of better control & management, a sub-agreement will be executed at our Regional Office (RO) level of the Bank. The payment will be released centrally for the initial period however after stabilizing the system Bank may decentralize the payment at RO level.
2. The selected bidder will enter into a monthly rental agreement with the Bank for supply of various equipments as per models, specifications and functionality approved by the Bank. The monthly rentals will be valid for a period of **2 + 3** years, subject to review. The bidder will pass on to the Bank, the benefit of discounts on taxes & fiscal corrections announced during any

period in respect of orders placed during that period. The bidder will also provide the latest model of equipment available, if there is upgradation in the model offered, at no extra cost to the Bank.

3. Vendor to specify the various infrastructure requirements that need to be provided for commissioning and smooth functioning of the equipment. This will include requirements of power, earthing & any other related items at the site is to be provided by the bidder. In case any difficulty in obtaining roof rights, Bank will assist in providing the same.
4. The Bank reserves the right to shift the equipment to a suitable location depending upon the need. The bidder will arrange to shift the equipment and install and commission the same. The Bank will bear transportation, LBT, octroi & transit insurance cost only, subject to submission of original bills within one month's time of the bidder making the payment.
5. Bidder should undertake to provide maintenance support to equipment and arrange for spare parts on a continuous basis within the prescribed TAT period. The equipment should be insured for the full period of the project by the bidder.
6. Obtaining of the Road permits, form 32, other security forms, Octroi, Cess, Toll Trade tax etc. will be the sole responsibility of the bidder. However, Bank will sign the necessary forms as per the requirements.
7. The bidder should undertake to guarantee a minimum uptime of 98% and should execute service level agreement for the same.
8. Bidder to provide to the Bank the daily MIS report in the format as designed by the Bank on real time basis.
9. Bidder to submit the feasibility report before the installation of the equipments and obtain a certificate duly validated by the Bank. In case a site is not feasible, a certificate to that effect will have to be provided by the bidder citing appropriate reasons. The bank will have the right to review the feasibility of

such sites after 6/12 months if the need arises.

10. The system should be capable of providing hybrid power for 24 hours during the day, 365 days a year irrespective of rains and weather conditions.
11. The Centralized Monitoring systems should be capable of monitoring the uptime to ensure that power is available for 24 Hrs (duration as specified by the Bank) during the day, 365 days a year. The vendor must submit uptime reports to the Bank daily. Online access of the central monitoring system is to be given to the Bank or its Representative. Remote monitoring system report must contain the following parameters: -
- Output Voltage.
 - Grid Power availability.
 - Solar Power / Current Generation.
 - Solar Power / Current usage.
 - Uptime
12. 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 solar PV systems, Battery Bank & Invertors / Hybrid UPS shall be vendors responsibility. Vendor will be obliged to install solar panel at such place indicated by the Bank at the Branch / ATM site.
13. At sites where Bank decides to shut down the ATM at nights, the vendor will provide the facility to open the shutter of the ATM in the morning and close the same in the evening (say at 6.00 AM and 10.00 PM) every day if demanded by the Bank. The cost for this should be mentioned as a separate line item in the commercials and should not be consider under TCO for selection of vendors. The rate for the same may be negotiated separately with L1 vendor and all other empanelled vendors have to match the price with L1.
14. Vendor should have their service center/district office at the circle head quarter or place where the solar power system is to be installed. If the vendor does not have an existing service center at any particular head quarter then an undertaking to establish the same within one month of signing the contract

is to be furnished by the bidder.

15. If the successful bidder fails to fulfill its obligations under this arrangement within the stipulated time of four weeks, the Banks shall have the right to Terminate the contract after giving two months notice.
16. Penalties will be imposed on the vendor for delays as elaborated under point 9 of section on Terms & Conditions
17. Performance Bank Guarantee of 25% of the monthly rent with a minimum amount of ₹. 10 lacs valid for a period of 24 months from the date of signing of the contract will be obtained from the vendor, which will be renewable for a further 36 months.
18. Insurance cover will be obtained for all risks, including delivery period and installation of the system. The insurance should be valid for the contract period & in the name of the Bank. The cost of the insurance cover will be borne by the vendor.

4. COST OF BIDDING:

The Bidder shall bear all the costs associated with the preparation and submission of its bid, the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5. BIDDING DOCUMENT:

The Bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the Bidding Documents. Failure to furnish all information or suppressing any information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders' risk and may result in the rejection of its bid. Bidder should strictly submit the bid as per RFP failing which the bid is likely to be rejected as non-responsive.

6. AUTHENTICATION OF ERASURES/OVERWRITING ETC.:

Any inter-lineation, erasures, or overwriting shall be valid only if the person(s) signing the bid initial(s) them.

7. AMENDMENT OF BIDDING DOCUMENTS:

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank's websites (www.unionBankofindia.co.in/www.unionBankofindia.com) and will be binding on all who are interested in bidding. In order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

8. CONTACTING THE BANK:

Any effort by a bidder to influence the Bank in evaluation of the Technical bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Bank's decision will be final and without prejudice and will be binding on all parties.

9. PERIOD OF VALIDITY:

- Bids shall remain valid for a period of one year from the date of final empanelment restricted to maximum period of 2 years from the Pilot project completion. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.
- Bank reserves the right to extend of the period of validity as it may deem fit. The request and the responses thereto shall be made in writing. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD.
- The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

10. BIDDER PARTICIPATION:

Either the Indian agent on behalf of the Original Equipment Manufacturer (OEM) / any Indian agent having partnership with any foreign agency having more than 50 % stake on behalf of the Original Equipment Manufacturer or OEM itself can

bid, but both cannot bid simultaneously for the same item / product in the same RFP. If an agent submits a bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same RFP for the same item/product.

11. DEADLINE FOR SUBMISSION OF TECHNICAL BIDS:

Bids must be submitted not later than the specified date and time mentioned in the Bid Document. In case of the specified date of submission of bids being declared a holiday for the Bank, the bids will be received up to the specified time on the next working day. The Bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and bidders, previously subject to the deadline, will thereafter be subject to the extended deadline. All the correspondence/bids should be addressed to the Bank at the following address:

**The Dy. General Manager, Union Bank of India, Support Services Department,
Union Bank Bhavan, 239 Vidhan Bhavan Marg, Nariman Point, Mumbai – 400 021**

12. BID EARNEST MONEY:

- i. The Bidder shall furnish, as part of its Technical Bid, an EMD of ₹.5,00,000.00(Rupees five lacs only).
- ii. The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture.
- iii. The EMD shall be denominated in Indian Rupees and shall be in the form of a Demand Draft / Pay order, issued by a any Nationalized Bank / Scheduled Commercial Bank in India, in favour of Union Bank of India payable at Mumbai and valid for a period of 90 days.
- iv. Any Bid not secured, as above, will be rejected by the Bank, as non-responsive.
- v. The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of finalization of Bid.

The EMD may be forfeited:

- i. If a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
- ii. if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior/post to signing of Contract; or

iii. in the case of a successful Bidder, if the Bidder fails;

(i) to sign the Contract;

or

(ii) to furnish Performance Bank Guarantee

13. PERFORMANCE BANK GUARANTEE:

The successful bidder/s have to submit a Performance Bank Guarantee of 25% of the monthly rent with a minimum amount of **Rs.10 00,000/- (Rs. Ten Lacs Only)** valid for a period of 24 months, renewable for a further 36 months from the date of signing the contract, from a Nationalized Bank / Scheduled Commercial Bank other than Union Bank of India within a week of receipt of formal communication from the Bank about their successful bid. Order will be released only after receipt of the Performance Bank Guarantee. In case successful bidder fails to perform the contract, Bank shall invoke the Performance Bank Guarantee [PFG] to recover penalty/damages or any other amount due to the Bank /amount recoverable by the Bank. Bank has the right to invoke the BG for any non-compliance of the terms & conditions in terms of this RFP.

14. BANKS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS:

The Bank reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the Bank's action. The Bank reserves the right to accept or reject any technology proposed by the bidder. The Bank reserves the right to select more than one bidder keeping in view its large requirements.

15. RELIABILITY:

Since the equipment shall be installed at critical sites, the equipment so offered should be capable of generating the required power for full 24 hours during the day, 365 days a year as per below mentioned requirements:

Load	Estimated power requirement	No. of sites
Off site ATM: 1 ATM + 2 CFL + 1 fan + VSAT, router & switch	1.5 KVA	70
Small branch: 3 PCs + 1 PBP + 1 line printer + 1 scanner + 4 Fans + 4 CFL + 1 ATM + VSAT, router & switch	4.5 KVA	105
Medium branch: 6 PCs + 1 PBP + 1 line printer + 1 scanner + 1 DMP + 1 DJP + 5 Fans + 5 CFL + 1 ATM + VSAT, router & switch	7.5 KVA	260
Large branch: 10 PCs + 2 PBP + 1 line printer + 1 scanner + 2 DMP + 1 DJP + 7 Fans + 7 CFL + 1 ATM + VSAT, router & switch	10 KVA	65
Total		500

The number of sites where solar power is proposed to be implemented is approximately 500 sites. Bank reserves the right to modify the final number of sites as per its requirement and feasibility of sites.

16. REVELATION OF PRICES:

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.

17. CLARIFICATIONS OF BIDS:

To assist in the examination, evaluation and comparison of bids the Bank may, at its discretion, ask the bidder for clarifications. The response should be in writing and no change in the substance of the bid shall be sought, offered or permitted.

18. PRE-BID MEETING:

A pre-bid meeting will be held within one week of the floating of the tender in which interested vendors will be invited. Any clarifications and queries will be attended during this meeting.

19. BIDDING PROCESS

Two Part Offer

The offer will be in two parts - Technical and Indicative Commercial.

Both the bids must be submitted at the same time in separate sealed covers, and duly super-scribed "Technical Offer for Solar Power Systems" and "Indicative Commercial Offer for Solar Power Systems". The covers should also indicate name, address and email ID of the vendor submitting the offers.

The covers should be addressed to The Deputy General Manager, Support Services Department, 7th Floor, Union Bank Bhavan, Nariman Point, Mumbai – 400 021 (as per detailed in RFP).

The offers should be hand delivered at the above given address on or before scheduled date and time.

Technical Offer (TO)

The Technical offer (TO) should be complete in all respects and contain all information asked for in this document.

It is mandatory to submit the technical details in the prescribed formats duly filled in, along with the offer. The Bank, at its discretion, may not evaluate a TO in case of non-submission or partial submission of technical details. Bank may ask the vendor to furnish the support documents if required.

The TO must be submitted in an organized and structured manner. No brochures/leaflets etc., should be submitted in loose form.

The vendor should agree and confirm to the terms & conditions specified in the RFP. The vendor is advised not to specify or mention any other terms and conditions, as the Bank may take such conditions as deviations/non-conformity with the RFP terms.

Indicative Commercial Offer

Commercial offer should give all the relevant price information in line with “Price Composition” as per ANNEXURE-XIII. It should not contain any terms and conditions or additional documents.

Price Composition: The price quoted should be only in Indian rupees only. There should be no hand written material, corrections or alterations in the commercial offer. The prices offered shall be on a fixed price basis and should not be linked to the Foreign exchange. The Price should be inclusive of all duties and levies. (Taxes like WCT & VAT should be shown in the bill of material.) Insurance of the equipment during transit period and after delivery is the vendor’s responsibility as well as installation, commissioning and maintenance of the equipment for 2+3 years. The TCO should include all these components which should be mentioned

in the Price Bid format as mentioned in ANNEXURE-XIII. In case bidder did not quote for any item, it will be treated as "0" cost for the item.

Erasures or Alterations

All the details must be completely filled up. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. In the case of the corrections/alteration are not properly authenticated, the offer may be rejected.

Offer Validity Period/Modification and withdrawal of Offers

The offer should remain valid for a period of at least 120 days from the date of the submission of offer. The vendor may modify or withdraw its offer after its submission, provided that written notice of the modification or withdrawal is received by Bank prior to the closing date and time prescribed for submission of offers. No offer can be modified by the vendor, subsequent to the closing date and time for submission of offers.

Opening of Offers:

Technical Offers will be opened on scheduled date and time. No separate intimation will be given in this regard to the vendors, for deputing their representatives. Only one representative of the vendor can be present for the opening of the Technical Offers.

Technical Evaluation:

The Bank will first evaluate the eligibility criteria and if found eligible, further evaluation will be carried out by the Bank. Then the technical responses will be evaluated and if not found satisfactory, further evaluation will not be done for that particular vendor. The Bank will not rely only on the vendor's response and may cross-check from other sources and Bank's decision on satisfactory level will be binding on all the bidders.

There will not be any separate communication from Bank to the bidders those are not qualifying in eligibility criteria and technical evaluation. The evaluation will

focus on fitness to the requirements of technical and functional specifications mentioned in the annexure. The Product offered should meet all the technical and functional specifications.

It may include demonstration of proposed hardware and software solutions, reference calls, and site visits to selected customers with comparable configurations. The proposal will be rejected in case of any adverse findings.

Bank will shortlist the vendor(s) based on technical evaluation. Bank reserves the right to reject any and all proposals.

Commercial Evaluation through Reverse Auction:

Price bids submitted by only those Bidders whose bids are evaluated by the Bank as technically acceptable will be opened. The indicative commercial bids of all bidders not found eligible as per the requirements of this RFP, will be returned to them unopened against acknowledgement.

The Reverse Auction process of bidding will be followed. Only the technically qualified bidders who have successfully completed the Pilot project will be asked to participate in the Reverse Auction, which will be conducted for this purpose. The business rules, term and conditions of the Reverse Auction process are available on website of the bank.

Bank will declare the start price and detrimental value for the reverse auction. The L-1 and L-2 bidders will be determined on the basis of the lowest price quoted in the Reverse Auction.

Bank reserves its right to hold discussions with the L-1 vendor to finalize the prices of chargeable spares and optional items. L1 vendor will have to give breakup of rates for 1.5 KVA solar power and every additional 1 KVA power. After finalizing the prices and terms with L-1 vendor, Bank will check whether the L-2 & L-3 vendors are willing to match all the prices and terms. On the L-2 & L3 vendors accepting to match the prices, the Bank will consider splitting the total requirement between L-1, L-2 and L-3 vendors.

Splitting of Order:

The Bank reserves its right for splitting the quantity between L1, L2 and L3 vendors.

The splitting of the order will be in 50:30:20 ratio, provided the L2 & L3 vendors agree to match the prices finalized with L1 vendor and agree for all the terms and conditions.

In case L2 vendor is not willing to match L1 price, Bank will call L3, L4 vendors etc., in that order to step into the shoes of L2 vendor. In the event of L3, L4 etc., vendor not matching the L1 price the entire quantity will be awarded to L1.

No Commitment to Accept Lowest or Any Tender

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reason whatsoever.

Bank will not be obliged to meet and have discussion with any firm on this matter.

19. LANGUAGE:

The bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and Union Bank of India, should be written in English language or in Hindi together with its English translation. In case of any dispute English will be considered as final language.

21. OPENING OF TECHNICAL BIDS:

All the bids will be opened at the date, time and locations mentioned in RFP (as per RFP schedule). In the first stage, only TECHNICAL BID will be opened and evaluated. The technical bids will be opened in the presence of representatives of the bidders who choose to attend.

22. BID CURRENCY:

The Prices in the bid document should be expressed in Indian Rupees only.

23. LATE BIDS:

Any bid received by the Bank after the deadline for submission of bid will be rejected and/or returned unopened to the bidder at Bank discretion.

24. CONTENTS OF DOCUMENTS TO BE SUBMITTED:

1. Supporting documents in respect of minimum Eligibility criteria (Annexure)
2. Acceptance of terms and conditions for participation in the bid event. (Annexure)
3. Bidders Information / Biodata (Annexure).
4. Compliance Statement (Annexure)
5. Any other document indicating the feature of the product
6. ISO Certification document, if any
7. Audited copy of Balance sheet for financial year 2012-13, 2013-14, and provisional balance sheet of 2014-15, along with profit and loss account statement duly attested, must be submitted along with the technical bid.
8. Service Support centre Details (Annexure)
9. Performance Statement (Annexure)
10. Technical Offer indicating compliance to the Banks requirement as per Technical specifications (Annexure)
11. OEM letter as per (Annexure-VIII)
12. Power of attorney in case of authorized person.
13. Commitment certificate for service support.
14. Integrity Pact

25. BID OPENING AND EVALUATION:

Bids will be opened at the date time & place as mentioned in the RFP in the presence of the vendors who choose to attend. Any change in date or time will be displayed on the Bank's website and no separate notice will be sent. In the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the specified time and place on the next working day. Those bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be declared technically qualified and will be eligible for commercial stage of evaluation. The Bank reserves the right to accept or reject any technology proposed by the bidder without assigning any reason thereof. Decision of the Bank in this regard shall be

final and binding on the bidders.

26. MODIFICATIONS AND/OR WITHDRAWAL OF BIDS:

Bids once submitted will be treated, as final and no further Correspondence will be entertained in this regard. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if the bidder happens to be a successful bidder.

27. TECHNICAL EVALUATION PROCESS:

The technical bids shall be evaluated by a committee for the following: -

- Compliance of eligibility criteria.
- Receipt of all/complete documents/information/undertakings etc.
- Compliance of technical specifications of the products quoted.
- Adherence to support set up requirements. Bank may, if it deems necessary, ask for presentations from the bidders or make site visits of their facilities to assess and satisfy itself on manufacturing/supply chain and support capabilities of the bidders.

28. INDEMNITY:

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

29. SITE PREPARATION AND INSTALLATION:

The Bank will designate the installation site before the scheduled installation date, to allow the supplier to perform a site inspection to verify the feasibility of the sites before the installation/commissioning of the solution. Rent for the rooftop, wherever demanded by the landlord, will be paid by the vendor, at mutually agreed rates between vendor and landlord.

30. INSTALLATION/COMMISSIONING OF EQUIPMENT:

The vendor is responsible for all unpacking and installation of systems. The supplier will test hardware/system operations and accomplish all adjustments necessary for successful and continuous operation of the hardware/software at all installation sites.

31. SIGNING OF CONTRACT:

The successful bidder(s) shall be required to enter into a contract with the Bank on monthly rental basis according to the terms and conditions of the RFP, within 30 days of the award of the RFP or within such extended period as may be specified by Dy. General Manager (SSD), Union Bank of India, Support Services Department, Union Bank Bhavan, 239 Vidhan Bhavan Marg, Nariman Point, Mumbai – 400 021. On the basis of the RFP Document, the RFP Response of the successful L1, L2 and L3 bidders, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work, Bank shall place order as per approved rate to approved bidder/s. The L2 and L3 vendors will have to match the price of the L1 vendor.

32. PATENT RIGHTS:

The vendor shall indemnify the Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

- i. The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade/data secret or industrial design rights arising from 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 required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible for, all expenses including court and legal fees.

- iii. The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

33. GOVERNING LAW AND DISPUTES:

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these RFP Documents or breach thereof 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 applicable Indian Laws, and the award made in pursuance thereof shall be binding on all the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai. The Bidder shall continue work under the contract during the arbitration proceedings 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 Mumbai.

34. USE OF CONTRACT DOCUMENTS AND INFORMATION:

The vendor shall not, without the Bank's prior written consent, make use of any document or information provided by the Supplier in the Bid document or otherwise except for purposes of performing contract. The vendor/s will have to sign a Non-Disclosure Agreement (NDA) in the form and manner acceptable to the bank.

35. ASSIGNMENT:

The vendor may procure necessary equipment from other vendors for fulfillment of all contractual obligations under the agreement, but shall remain fully and solely responsible for any short comings or failure to fulfill any obligations in the contract.

36. PRE DISPATCH INSPECTION:

Bank shall be free to carry out pre- delivery inspection as and when required. The bidder shall make all necessary arrangement for this purpose. Bank also has the right to conduct random acceptance testing of the existing Solar Power System at

any of the vendors' sites to ascertain their configuration and quality.

37. 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 of four weeks by Bank. Any delay in performing the obligation by the supplier will result in imposition of liquidated damages and/or termination of rate contract for default.

38. LIMITATION OF LIABILITY:

Bidder'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 Bidder/s' gross negligence. For the purpose of this section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the Bidder that gave rise to claim, under this RFP.

c. Bidder shall be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

39. PLACING THE ORDER AND PAYMENT BY CONCERNED OFFICES:

The order for installation & operation shall be placed by Bank in favour of the bidder selected in the Commercial bid & with whom contract is entered into with the Bank. The Bidder shall give acceptance within 5 days from the date of receipt of the order. However, Bank has right to cancel the order, if the same is not accepted within 5 days from the date of receipt of order.

40. PAYMENT TO THE VENDOR:

Payment shall be made Centrally on monthly basis (on completion of the month) on the invoice raised by the vendor at Central Office level on obtaining recommendation from respective Regional Office or from the respective branch after verification of uptime report submitted by the vendor and deducting the penalties if any. Payment shall become due from the date of operationalization of the system at the concerned site. Vendor should submit the invoice within 7 days at the end of the month along with the uptime report.

During execution of Pilot project work, first three months payment will be released by the Bank on satisfactory performance and 98% uptime by the respective Regional Office with compliance as mentioned above.

42. DETAILS OF LICENSES:

The Successful bidder must furnish a list of the license numbers of all the software supplied by the Bidder, along with a COA (Certificate of authenticity) from respective OEMs. This must be submitted along with the invoices.

42. FORCE MAJEURE:

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extent that it's 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 bidder and not involving the bidders' fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution, natural calamities and epidemics. If a force majeure situation arises, the bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

Authorized Signatory

Signature

Designation

Seal

Date & Place

TERMS AND CONDITIONS

1. ACCEPTANCE/ CANCELLATION OF ORDER:

If the Bidder fails to deliver and/ or install the equipment within the stipulated time schedule or the extended date communicated by the Bank, it will be a breach of contract. Bank reserves its right to cancel the order in the event of delay in delivery/ installation/ commissioning of equipment's.

2. TAXES:

The bid prices shall be inclusive of all charges, Taxes, Statuary levies, Octroi Cess, VAT etc. Service tax shall be admitted additionally at prevalent rates as applicable.

3. ACCEPTANCE TEST:

If deemed fit, Inspection / Acceptance Tests may be carried out to the satisfaction of Union Bank of India at the factory and site by Union Bank or its representative. The vendor shall provide / extend necessary assistance to Union Bank officials in the conduct of the acceptance tests / inspections.

4. PAYMENT:

Rent will be paid after the end of the month subject to satisfactory performance. There would be no provision for advance rental payment.

5. DELIVERY PERIOD:

Solar Power Systems are to be delivered within 4 weeks from the date of order. The date on which the complete system is delivered will be taken as the date of delivery. In case of part delivery of the system, the date of last items delivered will be taken as the date of delivery.

6. INSTALLATION:

Bidder shall be responsible for installation of the systems ordered at site within 7 days from the date of delivery or within 3 days of logging the call for installation without any installation cost.

7. INSURANCE:

Bidder will obtain Insurance cover of the system, for all risks, up to and including the time of delivery and installation, in the name of the Bank, valid till expiry of the contract period. The cost of the same will be borne by the bidder. Bidder has to submit a copy of the insurance cover note /policy to the Bank.

8. The approved Bidder shall provide free maintenance services. Professionally qualified personnel who have expertise in the solution supplied by the Bidder will provide these services.

The successful bidder/s has to provide the guaranteed uptime of 98% on the entire solution as per the agreement for the full contract period of 2 + 3 years.

The maximum response time for maintenance complaint from the site of installation (i.e. time required for supplier's maintenance engineers to report to the installation site after a request call/fax/e-mail is made or letter is written) shall not exceed 4(Four) hours.

9. PENALTY:

20. The system is to be delivered within stipulated time from the date of order. Penalties will be imposed on the vendor for delays as detailed here under:

a) For delay in supply an installation-

The complete Solar power system for Branches / ATMs should be delivered and installed at the identified Branch / ATM within 4 weeks of placement of order. A penalty of Rs. 2000/- per week per location shall be charged by the Bank in case of delay in installation with maximum delay of 10 weeks. (Part week will not be considered for penalty calculations.) Beyond this Bank shall have the option of canceling the orders and/or forfeiting the EMD and invoking Bank Guarantee unless delay is on part of the Bank for reasons beyond control of both vendor/Bank.

b) For not providing 98% uptime -

In case solar power system for ATMs/ Branch offices, if the vendor is not able to provide power for 98% of the time during any particular day, penalty amount

shall be deducted on pro rata basis from the final payment of that month as per the slabs mentioned below:

Daily uptime => 96% to <98%, penalty = 20% of daily rent

Daily uptime => 94% to <96%, penalty = 30% of daily rent

Daily uptime => 92% to <94%, penalty = 40% of daily rent

Daily uptime => 90% to <92%, penalty = 50% of daily rent

Daily uptime > 90% = no payment

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, subject to submission of valid proof of grid power failure.

c) For continuous downtime of more than 24 hrs -

In addition to the above, if the system remains non-functional beyond 24 hrs, as monitored by the vendors centralized monitoring or from lodgment of complaint by the Bank, a penalty of 10% of monthly rentals will be levied for each day of failure beyond 24 hrs provided that total penalty in a month should not exceed total monthly rental payable.

In extraneous circumstances beyond the control of vendor, Bank at its discretion will not levy penalty for the affected period. Bank's decision would be final and binding.

Calculation of penalty will be based on the MIS report (Uptime Report) provided by the vendor after due verification by the Bank. The penalties referred in clause **9. a, b & c** above may be recovered from the future rentals and /or by invoking the performance Bank guarantee or separately realized from the vendor.

If the incident of breakdown (more than 04 Hrs between 7 am to 11 pm) of the equipment occurs two times a month in a particular site, and the site is down due to the same reason in the successive month, then Bank may cancel the order for that particular site and expenditure incurred to reinstate the earlier system at that site will be borne by the solar UPS vendor. Alternatively, Bank may ask the vendor to replace the full set of equipment for that site

- For the purpose of this RFP, delivery means delivery of all the ordered equipment including interface cables at the site along with all the relevant documentation of the system, add on utilities, etc as specified in the orders.
- The Bank is entitled to withhold (deduct) the penalties, if any, from the monthly rent or any other amount, which is due to bidder/supplier against the contract, or any other contract.
- The Bank reserves the right to cancel the order in case complete delivery/services are not effected within the stipulated time.

10.OBTAINING REQUISITE FORMS LIKE FORM 32 etc.

1. Arranging requisite forms, like form 32, will be the sole responsibility of the bidder. However, Bank will sign the forms as per the requirement from the bidder. For obtaining the requisite form the bidder will provide the necessary documents i.e. Performa invoice etc.
2. The Bidders shall adhere to the terms of this RFP and shall not deviate from the same. If the Bidders have absolutely genuine issues only then should they provide their nature of non – compliance to the same in the format provided. The Bank reserves the right to accept or reject such deviations to the RFP terms.

Authorized Signatory

Signature

Designation

Seal

Date & Place

Annexure-I:

PART - I: Bidder Information

Please provide following information about the Company (Attach separate sheet if required): -

S. No.	Information	Particulars / Response		
1.	Company Name			
2.	Date of Incorporation			
3.	Company Head Office / Registered Office and Addresses Contact Person(s) Name of all Directors along with names of companies in which they are interested Phone Fax E-mail Website.			
4.	Provide the range of services /options offered by you covering service description and different schemes available for: Customization Implementation Support Post-implementation Ongoing Support for: •Helpdesk •Training •Documentation •Others (specify)	Yes / No / Comments (if option is 'No')		
5.	Any pending or past litigation (within three years)? If yes please give details Also mention the details of claims and complaints received in the last three years (About the Company / Software that are sold / licensed by the company).	Yes/No/Comments (if option is 'Yes')		
6.	Please mention turnover for last three financial years and include the copies of Balance Sheet in support of it. Copies of Audited Balance Sheet for 2012-13, 2013-14 & provisional BS for 2014-15 to be attached.	Year	Turn over (in lacs)	Profit/Loss (in lacs)
		2012-13		
		2013-14		
		2014-15		
7.	Whether company has been debarred or blacklisted for participating in a bid by any Bank/financial institution/Govt Company.			

Signature of Bidder:

Name:

Stamp of the Company

ANNEXURE-II:
PART II: MINIMUM ELIGIBILITY CRITERIA FOR BIDDERS:

SR	PRE-QUALIFICATION CRITERIA	COMPLIANCE Y/N	REQUIRED DOCUMENTS
1	The bidder should be engaged in Solar Photo Voltaic Power business including supplying, installing, commissioning, maintaining and monitoring of installed sites in India for at least the last three financial years, and should have a national presence.		i. Copy of registration and certificate of incorporation of business/Certificate of commencement of business if public ltd co. ii. List of Zonal/State wise offices
2	The bidder should be the Original Equipment Manufacturer (OEM) or System Integrator or their authorized representative in India. An authorization letter as per the annexure - IX from manufacturer/system integrator to this effect should be furnished. This letter should specify that in case authorized representative is not able to perform obligations as per contract during contract period, the Original Equipment Manufacturer would provide the same.		i. Production certificate of the product manufacturing company or system integrator ii. accreditation/ authorisation letter from OEM to be submitted
3	The bidder can have a pre-tender association with only one other system Integrator / Technological partner / Technological associate for participation in the tender. However, the Bank will enter into an agreement only with the Bidder who will be solely responsible for the Supply, Installation, Maintenance and monitoring of Independent Solar Power Systems on built, own and operate basis.		i. Copy of agreement/ association with other system integrators/ technological associates /technological partners
4	The bidder should have successfully implemented minimum 100 nos. SOLAR POWER SYSTEMS with remote monitoring system in at least 2 Nationalized Banks/Financial institutions/Central Government organizations, for commercial purpose in the last 3 years. The bidder must have executed the orders of similar nature and magnitude. The certificate to this effect from the organization/s where the bidder has installed the equipment along with a letter of satisfaction should be furnished along with Technical bid.		i. Details of installed sites with full address to be submitted ii. Purchase order from organization regarding number of sites installed iii. Letter of satisfaction from organizations where bidder has installed SPS equipment iv. Sample of Monitoring Report.

SR	PRE-QUALIFICATION CRITERIA	COMPLIANCE Y/N	REQUIRED DOCUMENTS
5	Bidder should have a minimum annual turnover of Rs. 50 lacs on account of solar business during last three consecutive financial years (Audited balance sheet for 2012-13, 2013-14 and provision CA certified copy of 2014-2015 Balance sheet).		Copies of Audited balance sheet for the FY 2012-13, 2013-14 and provision CA certified copy of 2014-2015 Balance sheet.
6	Bidder should have earned operating Profit during each of the last three financial years, i.e. 2012-13 and 2013-14 and 2014-15.		Copies of Audited statement of accounts & balance sheet for the FY 2012-13, 2013-14 and provision CA certified copy of 2014-2015 Balance sheet.
7	Bidder must be in position to provide total support for complete system including components of Solar PV Module, Inverter & Battery etc. An undertaking to this effect must be submitted along with Technical Bid. The bidder should have support centers for service and spares in at least 100 locations in India.		List of support/service centres with complete addresses and contact numbers to be submitted
8	The bidder should have its module certified to National / International Standards / CPRI. Valid Test certificate effective for at least 18 months from the date of RFP for each capacity should be furnished as a proof in the technical bid. Detailed technical specifications of each component of Solar Power system must be furnished in the technical bid.		i. Copy of valid certification to be submitted ii. Separate technical specifications of each component to be submitted
9	The bidder should be willing to indemnify the Bank against any loss/expenditure incurred or any disputes/claims raised for having used patented designs in their hardware pertaining to this RFP. Any patented design used in the solar power equipment supplied to the bank should be under manufacturer's license agreement. A copy of such agreement/s authorizing the bidder to manufacture the patented designs shall be submitted to the bank.		Indemnity bond for: i. providing adequate maintenance/service support ii. indemnity against legal damages for using patented designs
10	The production unit / factory of the bidder should be ISO 9001:2008 certified or higher. If the production unit is outside of India, it should meet equivalent international standards.		Copy of certificate to be submitted

SR	PRE-QUALIFICATION CRITERIA	COMPLIANCE Y/N	REQUIRED DOCUMENTS
11	The bidder should have: <ul style="list-style-type: none"> •PAN card •Trade Tax/ Sales registration •VAT registration •Service tax registration •TIN registration 		Copies of PAN card, Sales registration, VAT registration, Service tax registration & TIN registration to be submitted
12	The Bidder, bidding for the above tender, should not have been black listed or been expelled from any project or have had their contract terminated for any breach by any Government Authority or Public Sector Undertaking (PSUs), otherwise their bid will not be considered.		Certificate from company secretary or external auditor to be submitted.
13	The bidder should ensure that there are no pending cases against the bidder involving cheating/fraudulent activities.		Certificate from company secretary or external auditor to be submitted.
14	OEM should certify that full range of technology support in the form of hardware/ software/ spares and maintenance will be available for minimum 5 yrs.		Certificate on letter head of manufacturing company counter signed by bidder, if OEM is not the bidder.
15	The bidder should be willing to enter into an Integrity pact with the Bank to the effect that they will not resort to any corrupt practices in any aspect/stage of the contract. Only those bidders who enter into such a contract with the bank will be considered for participation in the tender.		Pact to be signed at the time of submission of RFP. As per the Annexure-

Bidder's Acceptance
(Letter to be submitted by the Bidder on their firm's letter head)

To,
The Dy. General Manager
Union Bank of India,
Support Services Department,
Union Bank Bhavan,
239 Vidhan Bhavan Marg,
Nariman Point, Mumbai- 400 021

Sir,

**Sub: Declaration accepting the terms of RFP for Empanelment and
Supply, Installation & Maintenance of Independent Solar Power
Systems on Built, Own and Operate basis**

We submit our Bid Documents herewith and undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP, including all annexures, addenda and corrigenda

We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid/s.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
- If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
- You may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever.
- Bidder means the bidder who is decided and declared so after examination of prequalification & commercial bids.
- The names of successful bidder(s) who are prequalified in the technical bid and to whom the contract is finally awarded after the completion of Commercial Bid, shall be duly informed by the Bank.

Date:

Place:

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

ANNEXURE-IV:

TECHNICAL COMPLIANCE

(Letter to be submitted by the Bidder on their firm's letter head)

To,
**The Dy. General Manager
Union Bank of India,
Support Services Department,
Union Bank Bhavan,
239 Vidhan Bhavan Marg,
Nariman Point, Mumbai- 400 021**

Sir,

We certify that the systems/services offered by us for RFP conforms to the Technical specifications stipulated by you with the following deviations

List of deviations

1)

2)

3)

4)

Signature and Seal of Bidder

(If left blank it will be construed that there is no deviation)

Annexure-V:

SERVICE SUPPORT DETAILS:

Sr.	Office Address	Contact Person/ Contact Number/ Email address/ Fax number	Working hours/ Working days/ Area Serviced	Number of Maintenance Engineers with names

Authorized Signatory

Signature

Designation

Seal

Date & Place

PERFORMANCE STATEMENT
(FOR A PERIOD OF LAST 3YEARS)

NAME OF BID:

NAME OF FIRM:

Order Placed by (full Address of the Bank)	Order No. and Date	Description and Quantity of Ordered Equipment	Value of Order	Date of Completion as per Actual Contract	Remark (Reasons for late delivery) if applicable	Performance of equipment (Attach certificate from Customer).

Authorized Signatory

Signature Designation

Seal

Date & Place

Annexure VII:

Technical Specifications of Solar power systems:

Sr. No.	Requirement Compliance	Functionality	Yes /No	Remarks																			
1.	<p>The system should be capable of providing power for 24 hours during the day, 365 days in a year, in conjunction with available grid power, as per the below mentioned requirements.</p> <table border="1"><thead><tr><th>SR</th><th>SITE TYPE</th><th>SOLAR POWER</th><th>QUANTITY</th></tr></thead><tbody><tr><td>1</td><td>ATM</td><td></td><td>70</td></tr><tr><td>2</td><td>Small branch</td><td></td><td>105</td></tr><tr><td>3</td><td>Medium branch</td><td></td><td>260</td></tr><tr><td>4</td><td>Large branch</td><td></td><td>65</td></tr></tbody></table> <p>Vendor has to mention the power requirement in KVA under column labeled Solar Power</p>	SR	SITE TYPE	SOLAR POWER	QUANTITY	1	ATM		70	2	Small branch		105	3	Medium branch		260	4	Large branch		65		
SR	SITE TYPE	SOLAR POWER	QUANTITY																				
1	ATM		70																				
2	Small branch		105																				
3	Medium branch		260																				
4	Large branch		65																				
2.	<p>The system should be able to prioritize the use of solar power and use residual Grid power only when solar power is not available.</p>																						
3.	<p>The system should be capable of being charged by raw power also as additional option.</p>																						
4.	<p>The solution so provided must have a Comprehensive remote monitoring system / Local service center with facility for downloading/exporting reports in PDF, excel, doc etc. formats.</p>																						
5.	<p>The Centralized Monitoring system should be capable of monitoring uptime to ensure that power is available to the ATM 24 Hrs during the day(as specified By the Bank), 365 days a year.</p>																						

**Authorized Signatory
Signature**

**Designation
Seal
Date & Place**

Annexure-VIII:

(Letter to be submitted by the Bidder on their firm's letter head)

To,
**The Dy. General Manager
Union Bank of India,
Support Services Department,
Union Bank Bhavan,
239 Vidhan Bhavan Marg,
Nariman Point,
Mumbai- 400 021**

Sir,

**Sub: Declaration by Bidder for supply of Components for Empanelment
and Supply, Installation & Maintenance of Independent Solar Power
Systems on Built, Own and Operate basis in response to your RFP
Notice**

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

We hereby undertake that all the components / parts / assembly / software used in the SOLAR POWER SYSTEM shall be original new components / parts / assembly / from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly are being used or shall be used. Further the software / system used will be licensed.

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of the above undertaking at the time of delivery and installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default/ inability to comply with the above at the time of delivery or during installation, in respect of the IT Hardware including SOLAR POWER SYSTEM / Software already billed, we agree to take back the supplied items without demur, if already supplied, and return the money if any, paid to us by you in this regard. We also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Date: -----

Place:

Yours faithfully,

Signature of Authorized
Signatory Designation
Seal of Company

ANNEXURE-IX:

(Letter to be submitted by the Manufacturer on firm's letter head)

MANUFACTURERS' AUTHORIZATION FORM

To
The Dy. General Manager
Union Bank of India,
Support Services Department,
239 Vidhan Bhavan Marg,
Nariman Point,
Mumbai - 400 021

Dear Sir

Ref: Your RFP for solar power systems dated

We _____ who are established and reputable manufacturers of _____ (name & descriptions of goods offered) having factories at _____ (address of factory) do hereby authorize M/s _____ (Name and address of Agent) to submit a bid, and sign the contract with you for the goods manufactured by us against the above Request for Proposal(RFP).

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation for a period of 7 years from the date of contract. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

- a)Such Products as the Bank may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and
- b)In the event of termination of production of such Products:
 - i. advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to the Bank, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

We hereby extend our full comprehensive guarantee and warranty as per Conditions of Contract for the goods and services offered for supply by the above firm against this RFP, and will provide the contracted services if M/s _____ is not able to perform the obligations as per the contract.

Yours faithfully

(Name)

(Name of manufacturers)

FORMAT FOR SERVICE LEVEL AGREEMENT (SLA)

(To be executed on ₹. 100/- stamp paper)

This Agreement is made on _____ day of _____, 2015 between M/s. _____, a Company incorporated under Companies Act, 1956 having its Corporate Office at _____ (hereinafter "the Vendor") represented by Shri. _____, who is authorized to sign this agreement as per resolution dated _____ which unless repugnant to the context or its use in the Agreement includes its successor-in-interest, permitted assigns and duly constituted attorneys of the First part, herein referred to as _____ represented by their Authorized representatives.

AND

UNION BANK OF INDIA, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act 1970, and having its Corporate Office at Union Bank Bhavan, 239 Vidhan Bhavan Marg, Nariman Point, Mumbai – 400 021, being represented by Shri./Smt. _____ who is authorized to sign this agreement hereinafter referred to as the "Bank", which expression shall unless repugnant to the context or meaning includes its successors and assigns of the Other Part.

WHEREAS the Bank is desirous that certain Goods and ancillary services should be provided by the Vendor viz., supply, installation and maintenance of hybrid solar power systems on Built, Own and operate basis to the ATMs, branches & offices of the Bank under the rate contract awarded to the vendor vide letter no. _____ dated _____.

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1.SCOPE OF WORK:

- i. To install, test, configure, commission, monitor and maintain the solar

- power systems at various locations identified by the Bank at vendor's cost. (As per technical specifications).
- ii. The rates will be valid for a period of 2+3 years from the date of agreement signed with the Bank unless otherwise extended with mutual consent.
 - iii. To specify the various infrastructure requirements that has to be provided for commissioning and smooth functioning of the equipment. This will include requirements of space at the site and power. Earthing at the site is to be provided by the vendor.
 - iv. 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 the Bank will bear transportation & transit insurance cost only.
 - v. Vendor should undertake to provide maintenance support to equipment and arrange for spare parts.
 - vi. Obtaining of the Road permits, form-32, other security forms etc will be the sole responsibility of the vendor. However, Bank will sign the necessary forms, as per the requirements.
 - vii. The vendor should undertake to guarantee minimum uptime of 98% on monthly basis.
 - viii. Vendor to provide to the Bank the daily MIS report in the format as designed by the Bank.
 - ix. The system should be capable of providing power for 24 hours during the day, 365 days a year, as per the below mentioned requirements:

Sr.No.	Location	Requirement
1.	ATM Sites / Branches	1.5, 3 & 5 KVA

- x. The Centralized Monitoring systems should be capable of monitoring the uptime to ensure that power is available for 24 Hrs during the day, 356 days a year provided minimum 4 hrs of grid power is available every day. The vendor must submit uptime reports to the Bank daily. Online access of the central monitoring system is to be given to the Bank.
- xi. The vendor will be responsible for doing the required civil and structural works for making the system fully operational. All electrical / data cabling to connect the solar power systems, Battery Bank & Invertors shall be vendor responsibility.
- xii. If required, the vendor will provide the facility to open the shutter of the

ATM in the morning and close the same in the evening (say 7.00 am to 9.00 pm) every day. (Charges applicable as per annexure).

xiii. Vendor should have service centre at the circle head quarter where the solar power system has been installed. If the vendor does not have a service centre at any particular head quarter, then an undertaking to establish the same within 1 month of signing the contract is to be furnished by the vendor.

2. PLACING THE ORDER AND PAYMENT:

Orders for Solar UPS shall be placed by the Bank to the vendor M/s. _____ . The vendor shall give acceptance within 5 days from the date of receipt of the order. However, the Bank has right to cancel the order if the same is not accepted within 5 days from the date of receipt of order.

There would be no provision for advance rental payment. Payment shall be made on monthly basis (on completion of the month) on the invoice raised by the vendor to the respective Branch/ Regional Office after verification of uptime report submitted by the Vendor and deducting the penalties, if any. Payment shall become due from the date of operationalization of the system in the ATM/Branch ***(However, during the execution of pilot projects, the payment will be done for the first three months only AFTER getting successful operation report with 98% uptime of the ATM/Branch by the respective Branch/RO and after opening of the commercials through reverse auction. The payment for the pilot project will be the rate of the L1 vendor).***

3. TAXES:

The rental charges quoted are inclusive of all charges, taxes, statutory levies etc excluding service tax (which is payable as per actual).

4. PRE DISPATCH INSPECTION:

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

5. DELIVERY PERIOD:

Solar Power Systems are to be delivered within 4 weeks from the date of order. The date on which the complete system is delivered will be taken as the date of delivery. In case of part delivery of the system, the date of last items delivered will be taken as the date of delivery.

6. INSTALLATION:

- i. Vendor to submit the feasibility report within 7 days from the date of intimation by the Bank. The order shall be placed after receipt of feasibility report, including the roof rights with the consent of the landlord.
- ii. Vendor shall be responsible for installation of the systems ordered at site within 7 days from the date of delivery or within 3 days of logging the call for installation without any installation cost.

7. PERFORMANCE BANK GUARANTEE [PBG]:

The vendor, within 30 days of signing the contract, will have to submit to Union Bank of India, Corporate Office, a consolidated PBG of ₹. 10,00,000/- (₹. Ten lacs only) for the due performance of contract, valid for 24 months, renewable for a further period of 36 months. In case vendor fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty / damages or any other amount due to the Bank / recoverable by the Bank.

8. DETAILS OF LICENSES:

The vendor must furnish a list of the license numbers of all the software supplied by the Vendor, along with a COA (Certificate of authenticity) from respective OEMs. This must be submitted along with the invoices.

9. INSURANCE:

Vendor will get full Insurance cover for the systems installed valid for the tenure of the contract period. The cost of the same will be borne by the vendor. Vendor will also take care of the safety and security of Solar Power Systems installed at the ATMs.

Further in case of loss to the system due to theft/any other reason, the vendor will claim damages from Insurance Company and the Bank shall not be liable for any such damages.

10. MAINTENANCE:

The vendor shall provide free maintenance services. Professionally qualified personnel who have expertise in the solution supplied by the vendor will provide these services. During the maintenance period also the Vendors shall guarantee, on monthly basis an uptime of 98% to the entire solution proposed. The maximum response time for maintenance complaint from the site of installation (i.e. time required for vendor's maintenance engineers to report to the installation site after a request call/fax/email is made or letter is written to the concerned Branch/ Office) shall not exceed 4 (four) hours. Further the vendor shall keep sufficient number of systems in stock so that the damaged system is replaced within 7 days TAT.

11. OBTAINING REQUISITE FORMS LIKE FORM 32 ETC.:

Requisite form, like Form 32, will be the sole responsibility of the vendor. However, Bank will sign the forms as per the requirement of the Vendor. For obtaining the requisite form, the vendor will provide the necessary documents i.e Performa invoice etc.

12. RELOCATION:

The vendor is to ensure that relocation is done within 2 weeks time from the date of placing the order. Rent will be paid for a maximum intervening period of 2 weeks between relocation from one site to another.

13. PENALTY:

a) For delay in supply and installation – The complete solar power system for ATMS/Branches should be delivered and installed at the identified ATM/Branches within 6 weeks of placement of order. A penalty of ₹. 2000/- per week per location shall be charged by the Bank in case of delay in installation with maximum delay of 10 weeks (part week will not be charged). Beyond this Bank shall have the option of canceling the orders /invoking the Bank Guarantee/ causing vendor to forfeit the EMD, unless delay is on part of the Bank or reason for delay is beyond control of both vendor / bank. However in case there is a bulk order of more than 50 units in any month then extended installation period of 4 weeks shall be permitted.

b) For not providing 98% uptime – In case

Solar power system for ATMs/Branches is not able to provide power of 98% of the time (provided grid power is available for minimum of 4 hrs in a 24 hours cycle at unpredictable time) during the 16 hrs daily operations then penalty will be calculated as under: -

Penalty Slab for uptime below 98%:

Daily uptime => 96% to <98% , penalty = 20% of daily rent

Daily uptime => 94% to <96% , penalty = 30% of daily rent

Daily uptime => 92% to <94% , penalty = 40% of daily rent

Daily uptime => 90% to <92% , penalty = 50% of daily rent

Daily uptime > 90% = no payment

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.

c) For delay in Operatinalization /breakdown

In addition to the above, based on monitoring by the vendor’s centralized monitoring team or from lodgments of complaint by the Bank, the following penalties will be charged for reasons mentioned below:

SR	REASON	PENALTY	MAXIMUM CAP
1	System failure beyond 24 hrs	10% of monthly rental per day	Total monthly rent
2	Equipment breakdown more than 4 hours continuously, more than 2 times per month, and occurring for the same reason in the successive month.	Replacement of equipment /Cancellation of order	Bank may recover cost for change to alternate arrangement

Calculation of penalty will be based on the MIS report (Uptime report) provided by the vendor after due verification by the Bank. The penalties referred in clause a b & c above may be recovered from the future rentals and / or by invoking the Performance Bank Guarantee or separately realized from the vendor.

14. LIQUIDATED DAMAGES:

Delivery of goods and performances of services shall be made by the Vendor in accordance with the time schedule specified by 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. Any loss caused to the Bank owing to non-performance of the service provider as per the SLA, or non-compliance of regulatory guidelines, will attract liquidated damages to the extent that the claim is made against the Bank. The Bank reserves the right to recover this amount from any dues payable or to accrue to the service provider in future in any form.

15. ASSIGNMENT:

The vendor shall not assign, in whole or in part, its obligation to perform under the contract, to another sub-vendor, except with the Bank's prior written consent.

16. 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 Mumbai. 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 Mumbai.

17. PATENT RIGHTS:

The vendor shall indemnify the Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

- i. The vendor shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from 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 required to pay compensation to a third party resulting from such infringement, the vendor shall be fully responsible for, including all expenses and court and legal fees.
 - iii. The Bank will give notice to the vendor of any such claim without delay, provide reasonable assistance to the vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

18. 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 for 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 contract. Vendor shall be liable for any indirect, consequential, incidental or special damages under the agreement/purchase order.

19. FORCE MAJEURE:

Notwithstanding the above provisions, the vendor shall not be liable for penalty or termination for default if and to the extent that it's 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 vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution, natural calamities 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 contract as far as is reasonably practical and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

20. TERMINATION OF CONTRACT:

Bank reserves the right to terminate the contract, at any time during the contract period, at its sole discretion and without assigning any reason by giving 60 days notice to the vendor.

- ❖ Deliveries and support will also be assessed at Regional Office and Central Office level on regular basis and the vendor has to ensure prompt deliveries and smooth functioning /maintenance of equipment. In exceptional circumstances, Bank reserves the right to terminate the contract with immediate effect.
- ❖ If the vendor fails to fulfill its obligations under this agreement, the Bank shall have the right to terminate the contract and Black list the vendor.

21. GENERAL PROVISIONS:

- i. Vendor shall pay to its employees/personnel, who are engaged for providing the Services to the Bank, all wages, salaries, remuneration, terminal benefits, other benefits etc of any kind including, but not limited to, salary in lieu of notice, retrenchment compensation, bonuses, leave salary, provident fund, gratuity, Employees State insurance contributions and other contributions directly to the Authorities concerned in accordance with the terms of contract of their employment/ law applicable to the State under the jurisdiction of which the installed site falls and the Bank shall not be liable in this regard either to vendor or to its personnel in any manner whatsoever. Further, Vendor shall also maintain all records in this regards as required by the relevant laws including, the Minimum Wages Act, the Payment of Wages Act and the Contract Labour (Regulation & Abolition) Act and shall comply with all the statutory provisions as prescribed under relevant rules and statutes for the time being in force.
- ii. Vendor undertakes to indemnify the Bank and keep the Bank and its officers /employees / Directors fully indemnified and protected from any and against all the consequences of any of its action and/or its sub-contractors, representatives, employees leading to breach of any of the provisions of law faced, suffered or incurred by the Bank.

- iii. Similarly, in the event of any claims being made on the Bank, on account of any breach or non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made or deficiency in service by Vendor, its employees, officers, agents, Vendor undertakes to pay on first demand made by the Bank of any amount on this account without any demur, contest, protest whatsoever within 7 working days of the demand being made. The Bank may at its discretion settle any or all claims made on it and recover the amount so paid from Vendor and / or make deductions from the amount payable by the Bank to vendor.
- iv. The Parties hereby agree and confirm that neither this Agreement nor any action taken by the Vendor hereunder shall constitute as partnership between the Parties, association, joint venture or other common enterprise. The relationship between Vendor and the Bank, hereunder is on Principal – to – principal basis. Vendor is to ensure that no nexus, either direct or indirect, shall be established between its personnel and the Bank which may lead to any presumption or conclusion to the effect that the Vendor's personnel may be treated as the employees of the Bank.
- v. That the Bank, its representatives, its Regulators including RBI or persons authorized by the Regulator, its internal / external / other Auditors, Central vigilance Commission shall, whenever required / called for have access to i) All books, records, information of the Vendor; ii) Any documents, records of transactions and other necessary information processed / stored by, given to the Vendor; and iii) Any document/information given by the Bank to the Vendor and / or relevant to the outsourced activities available with the Vendor. It is specified that such access shall be extended to the Bank's / Bank's auditors or regulators / RBI, CVC or its representatives.

The access shall also extend to the books, records, information held by/available with any person/firm agent/company engaged by Vendor or any documents records of transactions and other necessary information given / stored or processed provided by the Bank, to Vendor and in turn provided by Vendor to another agency, in order to render the required services to the Bank.

- vi. Vendor shall ensure preservation of all documents and data in accordance with legal / regulatory obligations of the Bank communicated to the Vendor in writing by the Bank, provided to vendor by the Bank, in order to render the required Services to the Bank.
- vii. That due diligence / KYC/ physical verification of employees of the company / their sub-contractors will be done and proper record of the same will be maintained and quarterly report of the employees joined / left the company shall be submitted to the Bank.
- viii. That adequate step will be taken to build strong safeguards to avoid the co-mingling of information/documents/records and assets of the Bank with other organizations for whom Vendor undertakes similar services.
- ix. That the vendor will ensure to get its security practices and control process audited on a regular basis and disclose security breaches, if any, to the Bank. The copy of such audit report including the steps taken to address the issues raised by the auditors, to be provided to the Bank.
- x. Vendor will ensure to have effective business continuity and disaster recovery plan. Vendor shall develop and establish a robust framework for documenting, maintaining and periodic testing of business continuity and recovery procedures and shall maintain a record of the same.
- xi. No waiver, amendment or modification of any provision of this Agreement will be effective unless it is in writing, prepared as an amendment referencing this Agreement, and signed by duly authorized representatives of both parties. Furthermore, no provisions in either party's purchase orders, invoices or other business forms employed by either party will supersede the terms and conditions of this Agreement.
- xii. No failure or delay by either party in exercising any right, power or remedy under this Agreement as specifically provided herein, will operate as a waiver of any such right, power or remedy. Neither party will be responsible for delays of failure of performances resulting from acts beyond the reasonable control of that party. Such acts include, but are not limited

to, acts of God, strikes, walkouts, riots, acts of war, acts of terrorism, epidemics, government regulations, power failures, earthquakes, or other disasters. If any provisions of this Agreement are held to be invalid or unenforceable, they are to that extent to be deemed omitted and the remaining provisions of this Agreement will remain in full force and effect.

xiii. The titles and headings of the various sections in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon any of the provisions of this Agreement.

22. All the orders shall be placed, monitored and controlled through Bank's Order tracking system. The vendor shall be required to update the status in the system and the system will be used to improve delivery promptness. Login IDs of officials deputed by the vendor for this purpose, will be created in the order tracking system to enable them to login and update the status in the system.

23. That this agreement has been executed on mutually exclusive basis and bank reserves the right to obtain the similar types of goods and services from other vendors, as deemed fit.

In **WITNESS** whereof, the parties hereto have caused this Agreement to be executed, in accordance with their respective laws the days and year first above written.

For M/s. _____

For **Union Bank of India**

Witness: -

1]

2]

CHECK LIST OF DOCUMENTS TO BE SUBMITTED

SR.NO.	DOCUMENTS	YES / NO	DOCUMENTS ATTACHED AT PAGE NO. TO
1.	Bidders Information as per Annexure- I.		
2.	Supporting documents in respect of minimum qualification criteria as per Annexure-II.		
3.	Acceptance of terms & conditions as contained in Annexure-III.		
4.	Technical Compliance Statement as per Annexure-IV.		
5.	Service Support Details as per Annexure-V.		
6.	Performance statement as per Annexure-VI.		
7.	Technical Offer Indicating compliance to the Banks requirement as per technical specifications as per Annexure-VII.		
8.	Declaration as per Annexure-VIII.		
9.	OEM letter as per Annexure-IX.		
10.	Format of SLA Agreement- Annex-X.		
11.	Tentative Price bid – Annex –XII		
12.	Integrity Pact – Annexure-XIII		
13.	Any other document indicating the feature of the product.		
14.	ISO Certification document, if any.		
15.	Undertaking from the Company secretary / Authorized signatory certifying that all the components, parts assembly etc used inside the company products / Hardware are new and original.		
16.	Power of attorney, if applicable.		
17.	Last three years audited balance sheet and profit & loss account statement.		
18.	Certificate of valid CPRI approved quoted make & model battery / module .		

**SUPPORT SERVICES DEPARTMENT
AND
DIGITAL BANKING DEPARTMENT
CENTRAL OFFICE**

PRICE BID

SOLAR POWER SYSTEM ON RENTAL BASIS

SR.NO	ITEM DESCRIPTION*	RATE IN ₹.
1.	SITC of Solar Power System on per site per Month Rental charges for offsite ATM (1.5 KVA sytem.)	
2.	Rate for every additional 1.0 KVA solar power	
	TOTAL COST PER UNIT	
OPTIONAL ITEM		
1.	Charges per month per site for opening ATM shutter in the morning and closing the same in the evening. (Optional - if desired by the Bank)	

**Signature of Authorized
Signatory**

Name of Signatory:

Designation:

Seal of Company:

FORMAT OF INTEGRITY PACT

This pre-bid contract agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2015,

Between on one hand,

Union Bank of India, a body Corporate constituted under Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 having its Head Office at 239 ,Vidhan Bhavan Marg , Mumbai -400021 (hereinafter referred to as "The Bank or the BUYER" which expression shall include its successors and assigns) AND

M/s _____ a Company registered under Companies Act 1956 having its registered Office at _____ India, (hereinafter referred to as the BIDDER which expression shall include its successors and assigns).

Whereas the BUYER proposes to procure _____ and the BIDDER is willing to offer/has offered the stores/equipment, and

Both parties undertake to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence of prejudiced dealings prior to, during, and subsequent to the currency of the contract to be entered into with a view to:

Enabling the BUYER to obtain the said stores/equipment in a competitive price in conformity with the defined specifications by avoiding the high cost and distortionary impact of corruption on public procurement and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials, by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly, or indirectly to the contract, will demand, take a promise for or accept, directly, or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or advantage from the BIDDER, either for themselves, or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford a particular advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempt or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such officials is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1 The BIDDER will not offer directly, or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give directly or indirectly, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Bank for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Bank.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers, or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/ authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company, whether Indian or foreign, to intercede or facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER either while presenting the bid or during the pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to instigate any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of any officer of the BUYER has financial interest/stake in the BIDDERS firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in section 6 of the Companies Act, 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions directly or indirectly with any employee of the BUYER

PREVIOUS TRANSGRESSION

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER shall be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

EARNEST MONEY (SECURITY MONEY)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in the RFP) as Earnest money/Security deposit, with BUYER through any of the following instruments:

- i.) Bank draft or Pay Order in favour of _____
- ii.) A confirmed guarantee by any Indian Nationalized bank, promising payment of the guaranteed sum on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- iii.) Any other mode through any other instrument (to be specified in the RFP)

5.2 The Earnest money/Security deposit shall be valid unto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions for Sanctions for Violation shall lie applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest money/Security deposit for the period of its currency.

SANCTIONS FOR VIOLATIONS

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money Deposit, (in pre-contract stage) and/or Security Deposit Performance Bond (after the contract is signed) shall stand forfeited, either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv) To recover all sums already paid by the BUYER and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending rate of State Bank of India, while in case of a BIDDER from a country other than India, with interest thereon at 2% higher than the LIBOR.

If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract of any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- v) To encash the advance bank guarantee and performance bond warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/ rescission and the buyer shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii) To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middle men or agent or broker with a view to securing the contract.
- ix) In cases where irrevocable Letters of Credit have been received with respect to
- x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at Para 6.1 (i) to (x) of this Pact also on the commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offense as defined in Chapter IX of the Indian Penal code 1860 or Prevention of Corruption Act 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this act have been committed by the BIDDER shall be final and conclusive on the BIDDER. However the BIDDER can approach the Independent Monitor(s) appointed for the purpose of this Act.

FAIL CLAUSE

7. The BIDDER undertakes that it has not supplied/is not supplying similar product/system or sub-systems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub-systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price than that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded to the BUYER by the BIDDER if the contract has already been concluded.

8. INDEPENDENT MONITORS

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and addresses of the Monitors to be given)

8.2 The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project procurement including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction all project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-contractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a report to the designated Authority of the BUYER/Secretary in the department within 8 to 10 weeks from the date of reference or intimation to him by the BUYER or BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

FACILITATION OF INVESTIGATION

9. In case of any allegation of violation of any provision of this Pact, or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the books of accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall all possible help for the purpose of such examination.

10. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian law. The place of performance and jurisdiction is the seat of the BUYER.

11. OTHER

Legal Actions- The actions stipulated in this Integrity Pact are without any prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. VALIDITY

12.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to five years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the reminder of this Pact shall remain valid. In this case the parties will strive to come to an agreement to their original intentions.

This Integrity Pact is signed on _____

By:

ON BEHALF OF THE BUYER

BEHALF OF THE BIDDER

Name of the Official

Name of the Official

Designation

Designation

Union Bank of India

M/s

Signature of Witness 1

Signature of Witness 2

Name:

Name:

Address:

Address: