

**UCO BANK**

**Department of Information Technology**

**Request for Proposal (RFP) For “Supply, Installation & Maintenance of Independent Solar Power systems for Kiosk/Fixed Customer Service Points (CSPs) UCO/DIT/SOLAR/628/2016-17 Date 13-07-2016”**

**Pre-Bid Responses/ Clarifications to Queries raised by the Bidder(s), Amendments, Addendums and Corrigendum's**

SL	Page no	Clause	Clause as per RFP	Description of Query/ Clarification sought by Bidder	Bank Response
1.	10	Part – I S.No. 1.3.5	AMC	As this RFP is in OPEX model the monthly rental paid by the Bank is inclusive of comprehensive AMC no other charges are to be paid separately.	The RFP is on CAPEX model
2.	11	Part – I S.No. 1.3.9	Fiscal Benefits	In OPEX model, only service tax is applicable extra, which gets automatically adjusted at the time of revision by the Government.	The RFP is on CAPEX model and taxes will be payable on actual basis.
3.	21	Part II Eligibility Criteria S.No. 2	Profit/ Positive Net worth	It is important for the company to be profit making in past 3 years to execute project of such national importance.	Clause stands as per RFP
4.	22	Part II Eligibility Criteria S.No. 6	Experience of 100 Sites	Remote Monitoring based Solar power system is a very new successful technology which effectively addresses the problems outlined by the Bank. The number be atleast 300 remote monitoring based systems in any Banks/financial institutions only. This will also ensure that bidders with domain knowledge of working with banks are only eligible. Vendors who have supplied solar systems for	Clause stands as per RFP

				lighting, heating or other such applications to central government departments would not have the necessary expertise to assist critical application such as BC/Kiosks with customer facing operations.	
5.	23	Part II S.No 10	Eligibility Criteria	<p>In addition to the conditions specified, it is important that the bidder is not a defaulter in any Bank. This is also in line with the recent RBI initiatives to rein in defaulters. Therefore, it must be specified that the bidder must submit an affidavit that they are not defaulters and no amounts are overdue to any bank.</p> <p>The following condition be added. An affidavit will be submitted by the Bidders that they are not the defaulters of any bank as on 31.03.16 and their borrowal account, if any, with Banks is a Standard Asset. This will be a part of eligibility criteria at the time of opening of Technical Bid.</p>	<p>The modified clause may be read as "The bidder should have been blacklisted by any Govt. / Govt. agency/ Bank(s)/Financial Institutions in India in the past as on RFP submission date. An affidavit will be submitted by the Bidders that they are not the defaulters of any bank as on 30.06.2016 and their borrowal account, if any, with Banks is a Standard Asset</p>
6.	23	Part III S No. 3	Evaluation Criteria	To allow wider competition L2 bidder should be offered to L1 prices and the total order be divided in 60 : 40 ratio.	Clause stands as per RFP

7.	25	Part IV S.No. 4.3	Scope of Work Rental Agreement	<p>This RFP envisages that the bank will enter into Rental Agreement with the successful bidder. It is henceforth, required to modify Annexure – B Commercial Format. This is to include only</p> <ol style="list-style-type: none"> <li>1. Monthly Rental</li> <li>2. Monthly Rental one time payment for monkey cage or snow shield.</li> <li>3. Add Service Tax</li> </ol> <p>Note :</p> <p><input type="checkbox"/> L1 bidder to be declared only on the basis of item no. 1. and Bank to negotiate item with the shortlisted vendor.</p> <p><input type="checkbox"/> Monthly Rental to include Warranty Costs, comprehensive AMC cost, Cost of Repair, cost replacement of Batteries and any other such cost for a period of 5 years.</p> <p><input type="checkbox"/> Rental also includes Remote Monitoring charges which is presently not part of Annexure – B.</p>	Refer to point no 1
8.	26	Part – IV S.No. 4.13	Installation	<p>Additionally permission from the land lord for installation of solar panels on the roof top to be obtained by the Bank.</p>	<p>The clause may read as "The vendor will be fully responsible for doing the required civil and structural works for making the system fully operational. Vendor will be obliged to install solar panel at such place indicated by the Bank "</p>
9.	34	Part V S.No.1	Technical Specification – SPV Module	<p>To install a cost effective system, this be reduced from 1200 Wp to 900 Wp as only three SPV Modules can be installed on one structure. The 900Wp module would be sufficient in case there is single phase grid</p>	Clause stands as per RFP

				<p>connection supplementing the total energy requirement of the site. About 4 Hrs of grid electricity at irregular intervals during the 24 HR cycle would be sufficient.</p> <p>The SPV modules can also be certified by reputed international labs. The certificate to be submitted. The usage of PV Module may not be restricted to only Indian as the bidder may utilize better quality module so as to provide better uptime and be able to avoid penalties.</p>	
10.	34	Part V S.No. 2	Technical Specification – Battery Bank	<p>For more effective back up 150AH Deep Cycle batteries are recommended. The specification be modified. As PM of Solar Panels &amp; outdoor cables/connectors is mandatory on quarterly basis, the batteries are also maintained accordingly.</p> <p>7200 Wh batteries with 50% permissible discharge can only provide 8 Hrs of backup for 350 W @220 V load on full charge after accounting for losses. Similarly against the minimum total energy requirement of 6 Units per day (350W X 12 Hrs = 4.2 KW + daily Losses .8 KW + 1 KW inactive load for night = 6 KW), the solar panels would be capable of generating max 3 units on clear sunny day. The residual energy mainly for cloudy &amp; foggy days would need to provided by single phase grid connection.</p>	Clause stands as per RFP
11.	Nil		Technical Specification	<p>PI add</p> <p>The success of the project heavily depends upon the Remote Monitoring Capability, therefore the</p>	Clause stands as per RFP.

				<p>bidder must demonstrate a comprehensive system with the following to the satisfaction of the Bank:</p> <p>The Solar Power Systems for BC/Kiosk should have the functionalities for Remote Monitoring with the following data :</p> <ol style="list-style-type: none"> <li>1. Batteries Voltage</li> <li>2. Grid Power Availability</li> <li>3. Output Voltage</li> <li>4. Batteries charging status</li> <li>5. Power consumption by ATM</li> <li>6. Solar Current Generation</li> <li>7. Solar Current Usage</li> <li>8. power frequency</li> <li>9. Alarms</li> </ol> <p>The feeds for the same should be available through wireless/ internet on a frequency of 10-15 min basis on real time. <b>Bank's network not to be used.</b></p> <p>In order to verify and check the Remote Monitoring functionality, the Bidder has to submit the data where such systems are currently installed. The reports should be generated through online monitoring software. This data will be checked by bank from on line monitoring Systems</p>	
12.	44	Part – V S.No. 5.5	Warranty	<p>As the model is OPEX the equipment will be in constant warranty at all times during the contract period. So separate payment related warranty / AMC to be paid by the bank dose not apply.</p> <p>Thus, this clause to be deleted.</p>	Refer to SI No 1
13	21	Elegibility Criteria: (1)	The bidder should be in existence from last three years and should be registered as a company in India as per Company Act 1956.		Clause stands as per RFP

			(3) 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 2014-2015).	In point (1) it is mentioned that Company should be in existence for last three years which means Company incorporated in 2013 is eligible. But in point (3) Balance sheet is required for 2012-13 also. It should be for 2013-14, 2014-15 and 2015-16. However for 2015-16, Balance sheet may be provisional.	
14	21	Eligibility Criteria Point(2)	The bidder should have profit/Positive net worth in any one year during last three financial years. Copies of annual reports and audited balance sheet for the last three years ending on 31.03.2013, 31.03.2014 and 31.03.2015 should be provided.	The bidder should have earn cash profit in all three years.As stated above in point no. 1, here also the balance sheet should be for period ending 31.03.14, 31-03-15 and 31.03.16	Clause stands as per RFP
15	22	Eligibility Criteria Point(6)	The bidder should have successfully implemented minimum 100 nos. SOLAR POWER SYSTEMs with remote monitoring system in at least 1 Scheduled Commercial 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.	RFP is for 300 sites which may be extended to further 25%. In addition to this, RRBs working under UCO bank, will also place the orders on the rates /terms fixed by UCO Bank. Therefore minimum number of sites installed by the eligible vendor should not less than 250. Further,solar panels are installed to power street/home lights, water pumps and other services which do not require any advance technology or monitoring system , should not be considered in experience. The BC/kiosk sites have customer interface and bank image is depends on customer satisfaction. The Bank should select vendor who have installed solar power system on minimum 250 sites under Banks/financial Institutions.	Clause stands as per RFP

17	23	Eligibility Criteria Point(10)	The bidder should not have been blacklisted by any Govt./Govt. Agency/Bank(s)/Financial Institutions in India in the past as on RFP submission date.	Bidder should also not be a Loan defaulter in any Bank from where Credit facility is availed.	Refer to sl no 5
18	25	Scope of Work (4.3)	The selected bidder will enter into a monthly rental agreement with the Bank for supply of various equipments approved by the Bank. The monthly rentals will be valid for a period of 1 + 4 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	The format of Commercial bid as well as masked bid should be modified accordingly. These format gives an impression that the same is on CAPEX model. Payment terms also be modified accordingly. In rental model, rent is inclusive all except Service Charges.	Refer to sl no 1
19	26	Point 4.13	The vendor will be fully responsible for doing the required civil and structural works for making the system fully operational. Vendor will be obliged to install solar panel at such place indicated by the Bank at the Branch / ATM site.	Bank will arrange the roof rights for installing Solar Panels on ATM Roof.	Refer to SI No 8
20	34	TECHNICAL SPECIFICATION OF SOLAR PHOTOVOLTAIC (SPV):Point-1	The PV Modules should be poly crystalline silicon with a total array capacity of minimum 1200 Wp	In case EB is available for 4 Hrs or more in a day, 1200Wp array will not be economical. It will increase the civil work and structure cost at the time of installation. It may be 750/900 Wp.It should be modified suitably	Clause stands as per RFP
21	34	TECHNICAL SPECIFICATION OF SOLAR PHOTOVOLTAIC	: Battery Capacity should take care of 1 day autonomy of the total system load with specified working hrs and should not be	As per the requirement mentioned in the RFP, 7200 Wh is not sufficient to take full 24 Hrs. Load. It should be at least 9600 Wh.	No change in RFP clause as the load with specified working hours will be considered for measuring

		C (SPV):Point-2	less than 7200 Wh. The battery bank comprising of batteries should be low maintenance, Stationary at C/10 rate should be supplied.		the battery capacity.
22	37	Annexure "B" Commercial Format	In Annexure "B" : rates for Monkey Cage is asked for	Monkey cage is not applicable with Solar System. It will directly decrease the efficiency of solar power system. However rates for Fencing may be asked.	Monkey Cage not required. Previous clause stands deleted. Refer Revised Commercial Annexure.
23	25	Part – IV Scope Of Work		After examining the RFP scope of work section this is a Rental payment model then most of the leading Banks like PNB,SBI,UBI and BOB have issued the RFP's on Rental ie OPEX model. Rental is inclusive of all aspects cost and the lock-in period is for 5 years extendable by another 5 years on mutual consent	Refer to SI no 1
24	21	Part – II Eligibility Criteria		The financial details of the company for past 3 years should start from 2013-14, 2014-15 & 2015-16 NOT 2012-13, 2013-14 & 2014-15.	Clause stands as per RFP
25	34	Part – IV Annexure - A		The technical criteria given can be reduced if Grid Connection is given for 4-5 hours, most areas in the country have power today. We can use less solar cells and battery AH to cost it less. Bank can ask for separate quote for NO GRID Available conditions.	Clause stands as per RFP
26	21	Part – II Eligibility Criteria		Service centres can be opened in due course after order, a written commitment from the bidder to open service centres should be accepted by the bank.	Clause stands as per RFP
27	21	Part – II Eligibility Criteria	The bidder should be registered as a company in India as per Company Act 1956	The bidder should be in existence farm last three years and should be registered as a company in India as	Clause stands as per RFP



				per Company Act 1956 (Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office).	
28	21	Part – II Eligibility Criteria	The Bidder / company should have profit / Positive net worth in any one year during last three financial years. Copies of annual reports and audited balance sheet for the last three years ending on 31.03.2013, 31.03.2014 and 31.03.2015 should be provided.	The Bidder / company should have profit / Positive net worth in consecutive last three financial years. Copies of annual reports and audited balance sheet for the last three years ending on 31.03.2013, 31.03.2014 and 31.03.2015 should be provided.( Copy of the audited Balance Sheets for the preceding three years (i.e. 2012-13, 2013-14 and 2014-15)	Clause stands as per RFP
29	21	Part – II Eligibility Criteria	Bidder / company should have a annual turnover of 50 lacs on account of solar business during last three consecutive financial years (Audited balance sheet for 2012-13, 2013-14 and 2014-2015).	Copies of Audited balance sheet for the FY 2012-13, 2013-14 and 2014-2015	Clause stands as per RFP
30	21	Part – II Eligibility Criteria	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- G from manufacturer /system integrator to this effect should be furnished. 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. This letter should specify that in case authorized representative is not able to perform obligations as per contract during contract period the original equipment	I. Production certificate of the product manufacturing company or system integrator II. Accreditation/ authorization letter from OEM to be submitted	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. This letter should specify that in case authorized representative or System integrator is not able to perform obligations as per contract during contract period the original equipment manufacturer would provide the same.

			manufacturer would provide the same.		
31	21	Part – II Eligibility Criteria	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 agreement only with the bidder who will be solely responsible for the supply, installation, and maintenance and monitoring of independent solar power systems on built, own and operate basis.	Copy of agreement / association with the other system integrators / technological associates / technological partner.	Copy of such agreements should be provided along with the technical BID.
32	21	Part – II Eligibility Criteria	The bidder should have successfully implemented minimum 100 nos. Solar Power System's with report monitoring system at least 1 scheduled commercial bank / 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	The bidder should have successfully implemented total cumulative capacity of solar power plant of minimum 50 Kwp SOLAR POWER SYSTEMs of OFF GRID OR ON GRID is successfully working last one year. The bidder should be MNRE channel Partner of OFF GRID or ON GRID the last 1 year. 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)	Clause stands as per RFP
33	21	Part – II Eligibility	Bidder must be in position to provide total support for	Bidder must be in position to provide total support for complete system	Clause stands as per RFP

		Criteria	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 India. Be ensuring for service support all the locations for proper service and spares in all locations in India or all major cities.	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 proper support centers for service and spares in at least all major cities in India.( List of support/service centers with complete addresses and contact numbers to be submitted)	
34	21	Part – II Eligibility Criteria	The bidder should have its module certified to National / International Standards / CPRI. The 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 specification of each component of solar power system must be furnished in the technical bid.	The bidder should have its module certified to IEC 61215, IEC 61730 and as per MNRE specification and certification. The Valid Test certificate effective for at least 18 months from the date of RFP for each capacity should be furnished as a proof of all component of solar power plant. Only Indigenous Solar Module. Battery is accepted. For which indigenous manufacturing certificate is required.( i. Copy of valid certification to be submitted ii. Separate technical specifications of each component to be submitted)	Clause stands as per RFP
35	21	Part – II Eligibility Criteria	Battery Ratings- Should is T GEL of C/ 10 rating. (Make- EXIDE / HBL/ AMARAJA)	Battery should be T GEL of C/ 10 rating.(Make- EXIDE / HBL/ AMARAJA) (Battery Catalog & authorization copy form OEM must be submitted.)	Make and Model should not be limited to the mentioned list . Moreover the Make clause stands deleted.
36	7	1.2	Cost of Tender Documents - Rs. 5000.00 (Rupees Five Thousand only) Earnest Money Deposit (EMD) - Rs. 2,00,000/- (in the form of Bank Guarantee)	We wish to bring to your kind notice that MSME units registered with NSIC are exempted from submission of EMD & Cost of Tender Document as per Gol guidelines to this effect. The GOI guidelines / notification to this effect is being enclosed for	Necessary Govt. guidelines in this regard will be followed.  MSME units registered with NSIC are exempted from submission of EMD & Cost

				reference.	of Tender
37	12	Clause - 1.4 - Cost of Tender documents	The intending bidders should pay along with bids the Cost of tender Documents of `5,000/- (Rupees Five Thousand only). The Cost of tender Documents shall be paid by Demand Draft / Banker's Cheque / Pay Order drawn in favour of „UCO Bank“ payable at Kolkata	In view of the above we humbly request to grant permission from exemption of Cost of tender document to all MSME units registered under NSIC as per Gol guidelines to this effect. Lot of PSB & Govt. departments are accepting & providing Exemption for EMD, Tender document cost & Performance Bank Guarantee.	Necessary Govt. guidelines in this regard will be followed.
38	12	Clause - 1.5 - Earnest Money deposit	The Bidder must submit Earnest Money Deposit (EMD) along with the Technical RFP in the form of Demand Draft/Pay Order/Bank Guarantee in favour of UCO Bank payable at Kolkata having validity period for 180 days from the date of opening of Technical RFP	We wish to bring to your kind notice that MSME units registered with NSIC are exempted from submission of EMD & Cost of Tender Document as per Gol guidelines to this effect. The GOI guidelines / notification to this effect is being enclosed for reference. In view of the above we humbly request to grant permission from exemption of Cost of tender document to all MSME units registered under NSIC as per Gol guidelines to this effect. Lot of PSB & Govt. departments are accepting & providing Exemption for EMD, Tender document cost & Performance Bank Guarantee.	Necessary Govt. guidelines in this regard will be followed.
39	22	Clause 2 - Eligibility Criteria: S. No.-6	The bidder should have successfully implemented minimum 100 nos. SOLAR POWER SYSTEMs with remote monitoring system in at least 1 Scheduled Commercial Banks/Financial institutions/ Central Government organizations, for commercial purpose in the last 3 years.	It is requested that supplies effected through Systems Integrators to end customers in such departments being mentioned may kindly also be accepted.	Clause stands as per RFP
40	22	Clause 2 - Eligibility	Bidder must be in position to provide total support for	We request you to kindly accept support & services centre in at least	Clause stands as per RFP

		Criteria: S. No.-7	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.	60 locations in India.	
41	25	Clause - 4. Scope of work - S. No.- 4.3	The selected bidder will enter into a monthly rental agreement with the Bank for supply of various equipments approved by the Bank. The monthly rentals will be valid for a period of 1 + 4 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	It is requested to kindly confirm if this RFP is on CAPEX Model or OPEX/ Rental Model.	Please refer to the reply on SI no 1.
42	26	Clause - 4. Scope of work - S. No.- 4.8	The bidder should undertake to guarantee a minimum uptime of 98% and should execute service level agreement for the same	Maximum Sunny days available in India are 290 days in gray areas & 200 days in dark areas. Hence Solar power availability will be only these much days & uptime must be definitely calculated based on this information.	Clause stands as per RFP
43	26	Clause - 4. Scope of work - S. No.- 4.9	Bidder to provide to the Bank the daily MIS report in the format as designed by the Bank on real time basis.	Request you to kindly accept MIS report on monthly basis.	Bidder to provide to the Bank the daily/monthly MIS report in the format as designed by the Bank on real time basis.
44	26	Clause - 4. Scope of work - S. No.-	The system should be capable of providing hybrid power for 24 hours during the day, 365 days a	It is NOT possible to guarantee this due to circumstances beyond our control. Autonomy period needs to	Clause stands as per RFP

		4.11	year irrespective of rains and weather conditions	be specified to be able to size the solar panels & batteries accurately. Also, the maximum Sunny days available in India are 290 days in gray areas & 200 days in dark areas. Hence Solar power availability will be only these much days & uptime must be definitely calculated based on this information.	
45	26	Clause - 4. Scope of work - S. No.- 4.12	<p>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 it's Representative. Remote monitoring system report must contain the following parameters:</p> <ul style="list-style-type: none"> <li>• Output Voltage.</li> <li>• Grid Power availability.</li> <li>• Solar Power / Current Generation.</li> <li>• Solar Power / Current usage.</li> <li>• Uptime</li> </ul>	<p>It is requested to kindly accept the detailed manual monthly report once in a month instead of daily report with the following parameters: -</p> <ul style="list-style-type: none"> <li>• Output Voltage.</li> <li>• Grid Power availability.</li> <li>• Solar Power / Current Generation.</li> <li>• Solar Power / Current usage.</li> <li>• Uptime</li> </ul> <p>For such small rating of PCU i.e. 600VA centralized Monitoring systems are not a Commercially viable option as the cost of incorporating this feature will be more than the PCU itself. Also, for remotely monitoring each &amp; every system application software/ NMS will also be required with 300+ licenses along with network connectivity at each site Application Software/ Centralised Monitoring System is an specialised activity &amp; this services are being offered for large MW base Solar Installation. Hence request you to kindly remove the remote monitoring feature.</p>	Clause stands as per RFP
46	26	Clause - 4. Scope of work - S. No.- 4.13	The vendor will be fully responsible for doing the required civil and structural works for making the system fully	Rooftop Area of approx. 150 Sq ft which must be south facing & shadow free between 7 AM to 5 PM & any obstruction of Sun light due to	The installation area will be fixed as per the facility study report provided by

			operational. Vendor will be obliged to install solar panel at such place indicated by the Bank at the Branch / ATM site	shadow from trees & hoardings etc. have to be removed by customer, else the quantum of Solar Power generation will be impacted, Please confirm.	the vendor. However The vendor will be fully responsible for doing the required civil and structural works for making the system fully operational. Vendor will be obliged to install solar panel at such place indicated by the Bank
47	28	Clause - 5.2 - Performance Bank Guarantee	The selected bidder, within 15 days from the date of purchase order will have to furnish a Performance Bank Guarantee, format as Annexure C, issued by any scheduled commercial bank equal to 10% of the order value valid for 63 months from the date of purchase order. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.	We wish to bring to your kind notice that MSME units registered with NSIC are exempted from submission of Performance Bank Guarantee as per Gol guidelines to this effect. The GOI guidelines / notification to this effect is being enclosed for reference. In view of the above we humbly request to grant permission from exemption of Performance Bank Guarantee to all MSME units registered under NSIC as per Gol guidelines to this effect. Lot of PSB & Govt. departments are accepting & providing Exemption for EMD, Tender document cost & Performance Bank Guarantee.	Necessary Govt. guidelines in this regard will be followed.
48	31	Clause - 5.7 Price - S. No. 5.7.3	The bidder shall keep the price valid for a period of one year from the date of submission of bid. The Bank further reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder.	The validity period of prices is acceptable for One Year for UPS systems, but battery prices may be reviewed as per Price Variation Clause for batteries based on LME index pricing of lead and USD exchange variation on quarterly basis. Price Variation Clause for batteries (as is being adopted by industry norms) is:- Prices of batteries for UPS and for the replacement purpose may be	Clause stands as per RFP

				<p>reviewed quarterly. They shall be reviewed on the basis of average increase or decrease in cost of pig metal as quoted in London Metal Exchange during the relevant period. Price variation adjustment will be in both ways (+/-) as applicable in accordance with the following formula:-</p> $\{F \times Ah \times N \times (Lead (a) - Lead (b))\} \\ \text{Price of next quarter} = \frac{\text{-----}}{\text{-----} + Pp}$ <p>100</p> <p>F Factor of increase /Decrease in rupees /Ah per 2V. For SMF different rating of batteries F = 0.22</p> <p>Ah Capacity of Ah</p> <p>N No of cells =6</p> <p>Lead (a) Lead Price in US\$ at LME average for the quarter in which the rate quoted</p> <p>Lead (b) Lead Price US\$ at LME average for the quarter</p> <p>Pp Price in existing quarter</p> <p>It is requested to implement this every quarter.</p>	
49	31	Clause - 5.8 - Payment Terms: S. No.- 5.8.1	50% of the order value (excluding AMC Value) along with Sales Tax, Service Tax, Waybill etc., if required, will be paid after submission of the acceptance certificate duly signed by Bank" s authorized official & satisfactory service report from the Bank where the equipment have been installed after realizing penalty charges for late delivery & installation	<p>We request you to kindly release 90% of the order value + Taxes + Octroi/ entry tax+waybill within 30 days from the submission of the acceptance certificate duly signed by Bank" s authorized official &amp; satisfactory service report from the Bank where the equipment have been installed. In case of Site not being ready or any other reasons not attributable to us 90% of the payment may be released within 30 days of delivery.</p>	Clause stands as per RFP
50	31	Clause - 5.8 -	Remaining order value (excluding	Balance 10% within 60 days from the	Clause stands as per RFP



		Payment Terms: S. No.- 5.8.2	AMC Value) will be paid after three months of commissioning & successful running of the Solar system.	date of delivery & Installation.	
51	34	Specification for Solar System	1) Working Hours 2) Autonomy	Kindly clarify that connected load of 350W has to run for 12 hours daily from 8 AM to 8 PM & autonomy for the offered solution to be considered is 1 days i.e. 12. We would also like to inform you that effective average Solar power availability is 4 to 5 hours for Indian subcontinent & this also varies from location to location. If we consider Solar Power availability of 4 - 5 Hours only then balance 7 hours backup has to be provided by battery bank, please confirm if our assumption is correct. If so, then Battery bank has to be sized for 7 hours backup on 350W load + One day autonomy i.e. means total of 14 hour backup on 350W load. VAH required will be $\geq 7200$ VAH. In order to charge these batteries & run the load simultaneously minimum 2.5 KWp panel will be required & PCU rating has to be min 2 KW. Please confirm.	Battery Bank Should be capable of providing a Back up of 12 Hrs in a day including the exceptional days also ( i.e. Solar energy is not available in a particular day )
52	34	Specification for Solar System	3) Geographical Area - All Over India	Please share the site list/ details.	Details address will be shared with successful bidders. However village name is provided with the RFP.
53	34	Technical Specification of Solar Photovoltaic (SPV): S. No.: 2	Battery Bank: 2. Battery type should be VRLA Tubular GEL or equivalent with valid type certificate	For Solar Applications Tubular Batteries are being offered as per Industry Standards.	Clause stands as per RFP
54	34	Technical	Battery Bank:	Battery capacity is specified in terms	

		Specification of Solar Photovoltaic (SPV): S. No.: 2	3. Battery Capacity should take care of 1 day autonomy of the total system load with specified working hrs and should not be less than 7200 Wh	of VAH. Hence, it is requested to kindly confirm the Battery Capacity in VAH terms.	VAH to be calculated taking load factor in to account. The Bidder should factor the load as per the working hour and the load of the accessories mentioned in the RFP
55	34	Power Conditioning Unit with- in built charge controller unit	1. Inverter/ Power Conditioning Unit should be sufficient for 350 KVA AC load and should not be less than 600 VA	It is understood that there is typographical error in the specification as 600 VA Inverter/ PCU is sufficient for 350W load & not 350 KVA Load. Hence, it is requested to kindly amend the clause to read as "Inverter/ Power Conditioning Unit should be sufficient for 350W AC load & should not be less than 600VA".	The clause may be read as "Inverter/ Power Conditioning Unit should be sufficient for 350W AC load & should not be less than 600VA".
56	34	Power Conditioning Unit with- in built charge controller unit	3. Solid State MPPT based series pulse width modulation charger with three stages (bulk, absorb and float).	Solar Charge Controller are either of PWM (Pulse Width Modulation) or MPPT ( Maximum Power Point Tracking) MPPT Type Solar Controller are of latest Technology & as the name itself suggest this type of Solar Charge Controller tries to maximize the Power Output at any given time during the availability of sunlight, hence improves the efficiency of the system.	Clause stands as per RFP
57	37	Commercial Format	Monkey cage - 150	It is requested that the monkey cage may not be in the scope of the UPS Vendor.	Clause stands as per RFP
58	37	Commercial Format	Snow Shield - 100	It is requested that the Snow shield may not be in the scope of the UPS Vendor.	Clause stands as per RFP
Corrigendum		Last Date and Time for receipts of tender bids is 16.08.2016 at 03:00 pm		Last Date and Time for receipts of tender bids is extended upto 01.09.2016 at 03:00 pm. The technical bid will be opened on the same day at 3:30 PM	
Corrigendum		Earnest Money Deposit (EMD)		The Bank details for Bank Guarantee (EMD) are as below:  ✓ Account Number-18700210000755	

		<ul style="list-style-type: none"> <li>✓ Account Name- M/S H O DIT</li> <li>✓ Branch- DD Block, Salt Lake branch</li> <li>✓ IFSC- UCBA0001870</li> <li>✓ MICR-700028138</li> </ul>
Corrigendum	Earnest Money Deposit (EMD)	<p>Bank will provide exemption on the submission of the EMD &amp; Tender Document Fee for bidders who are Micro, Small &amp; Medium Enterprise (MSME) and are registered with National Small Scale Industrial Corporation Ltd. (NSIC) under its "Single point Registration Scheme". The bidder has to submit the valid NSIC Certificate issued by NSIC valid till last date for bid submission to avail exemption. MSME firms who are in the process of obtaining NSIC registration will not be considered for EMD Exemption.</p> <p>Bank will follow &amp; abide by the extant guidelines issued by Govt. of India for MSME units registered with NSIC in India.</p>

**Addendum:**

**Bidders are informed that Bank has changed the "Commercial Format (Annexure- B)" Bidders are requested to use modified format only while submitting the bid. additional Annexure is H (PRE CONTRACT INTEGRITY PACT) is added in RFP document.**

**Revised Annexure-B**  
**Commercial Format**

**SOLAR equipment & Services**

SI No	Solar equipment	Make / Model/Part No./ Version	Qty	Unit Price (in ₹ )	Taxes * (in ₹ )	Total Price including taxes (in ₹ )
1	SOLAR Equipment		300			
2	Snow Shield		100			
3	Other equipment, if any					
<b>Sub Total A</b>						

**Annual Maintenance cost:**

SI No.	Description	Taxes * (in ₹ )	Total Price including taxes (in ₹ )
1	One time implementation charges, if any		
2	AMC for 2nd year per SOLAR System		
3	AMC for 3rd year per SOLAR System		
4	AMC for 4th year per SOLAR System		
5	AMC for 5 <sup>th</sup> year per SOLAR System		
<b>Sub Total B</b>			

ITEM	AMOUNT (In Figure)	AMOUNT( In Words)
<b>TOTAL COST OF OWNERSHIP (A+B)</b>		

Place: \_\_\_\_\_ Signature of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_ Name: \_\_\_\_\_

**Note:**

1. L1 Bidder will be determined based upon the lowest TCO quoted by the bidder.
2. In case of discrepancy between figures and words, the amount in words shall prevail
3. Tax to be paid as per actuals.
4. Bidder should strictly quote in the format as mentioned above.
5. No counter condition/assumption in response to commercial bid will be accepted. Bank has a right to reject such bid.
6. Quantity mentioned above are indicative. It may vary as per requirement of Bank.

## Annexure –H PRE CONTRACT INTEGRITY PACT

### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on.....day of the month of....., 20\_\_between, on one hand UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 {hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s.....represented by Shri..... (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a .....Department performing its functions on behalf of UCO BANK.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/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 desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the 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 with 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 any other advantage from the BIDDER, either for themselves or for any person, organisation 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 an 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 attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) 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, including criminal proceedings 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, organisation 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 Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 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 has not engaged any individual or firm or company whether Indian or foreign to intercede, 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, promised or intended to be 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 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 other 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 commit 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 an officer of the BUYER has financial interest/stake in the BIDDER's 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.

#### **4. 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 can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **5. Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount (to be specified in rfp) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of \_\_\_\_\_;
  - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER 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 or through any other instrument (to be specified in the RFP).
- 5.2 The Earnest Money/Security Deposit shall be valid upto 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 of Sanctions for Violation shall be 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.

## **6. 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 Base Rate of UCO Bank, 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 for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To en-cash 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 UCO 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 middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (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 any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence 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 Pact has 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 purposes of this Pact.

## **7. Fall Clause**

- 7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PS U and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then 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 by the BIDDER to the BUYER, 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 to 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 Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(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 written report to the designated Authority of BUYER/'Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic Situations.

## 9. Facilitation of Investigation

In case of any allegation of violation of any provisions 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 extend 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 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 date of its signing and extend upto 5 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 after 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 remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at -----on-----.

BUYER

BIDDER

Name of the Officer

Authorised Signatory

Designation

Deptt

Witness

Witness

1.

1.

2.

2.