



Central Electronics Limited

(Materials Management Division)

20th December, 2017

CORRIGENDUM-I

Ref: Tender notice no. C-2(b)/RC/07/4472/2017 dated December 13, 2017

Sub: **Tender for Supply of Balance of System, Installation, Commissioning, Testing, and Warranty for 5 years of 10 KWp Off-Grid SPV Power Plants (Hybrid) along-with all the necessary accessories required as per tender at various locations including all the required parts, complete in all respect F O R sites.**

In our tender notice/document no. C-2(b)/RC/07/4472/2017 dated December 13, 2017, the following is amended:

1.	Following sentence in Clause 1 of 'Job Works' on page 11 of 72 of the tender document is amended as: “Total 7 sets of structure as described above for which 28 Nos. of pedestal of size 400mmx400mmx400mm on the roof top to be constructed at relevant sites.” instead of “Total 7 sets of structure as described above for which 28 nos. of pedestal of size 300mmx300mmx300mm on the roof top to be constructed at relevant sites.
2.	SLA document as part of tender document is attached.
3.	Bidders have to offer total price for one System for each Division. The amended price bid format is attached.

All other contents and terms & conditions of the tender shall remain same.

For CENTRAL ELECTRONICS LIMITED

Sd/-

ASSISTANT GENERAL MANAGER
MATERIALS MANAGEMENT DIVISION

SERVICE LEVEL AGREEMENT

(On Rs. 100/- Non – Judicial Stamp Paper)

1. This agreement is made on _____(date) _____(Month) of _____(Year)
between

Central Electronics Limited (CEL), a Company Registered under the Companies Act, 1956 and having registered office at 781, D. B. Gupta Road, Karol Bagh, New Delhi-110005 and Corporate office at 4, Industrial Area, Sahibabad - 201 010 (U.P.) (here in after called the CEL)

With

(name of supplier) (here in after called the supplier) along with complete address.

2. Supplier agrees to provide the following as regard to the service support for the system consisting of..... developed & supplied against the tender inquiry (*Details of tender*) to the CEL: -

a. **Statement of Intent**

The aim of this Agreement is to provide a basis for close cooperation between the supplier and CEL in order to serve the customer promptly and more efficiently. This agreement is contingent upon each party knowing and fulfilling its responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

b. **Training**

Supplier shall arrange training on Operation and Maintenance of the system to the team designated by CEL. The training, at the discretion of CEL will be arranged at CEL's works at 4, Industrial Area, Sahibabad - 201 010 (U.P.) or any other location identified by CEL. The associated training expenses will have to be borne by the Supplier. Technical help for any of the critical problems would be available from Supplier either telephonically/email or through site visits, as the case would demand. The requirement of the refresh training as & when required would be scheduled & intimated to the supplier by the CEL.

c. Operation and Maintenance Manual

The supplier shall prepare the Operation and Maintenance Manual of the system including as-built diagram. The Operation and Maintenance Manual will be reviewed and approved by the designated personnel of CEL. The approved Operation and Maintenance Manual is to be submitted before release of the payment towards Installation & Commissioning.

d. Escalation Matrix

The supplier shall submit at least three level escalation matrix to the CEL on signing this agreement.

Escalation Level	Designation	email	Mobile Phone #	How / When to Escalate
1	Support Team/Site In-charge			Incident Reported
2	Manager/Head - Support			Incident reported and/or escalate if no information is available from Support Team/Site In-charge
3	Managing Director/Head of the firm			Final level of escalation when no satisfactory information is available from other levels of escalation.

e. In Warranty support:

- i. The system installed by the supplier has warranty against any manufacturing or design defect for minimum of 5 years from the date of commissioning/ handing over whichever is later.
- ii. It is desirable that the supplier opens an authorized service centre within the district where the system is installed. The supplier shall meet all the expenses for maintenance and establishment of the said authorized service centre.
- iii. Availability of necessary maintenance spares for five years trouble free operation shall be ensured by the supplier.
- iv. In case of any complaint/call being received, CEL will forward the same to supplier through CRM/ e-mail/ SMS etc.

- v. The supplier will have to rectify the complaint to make/ restore the system to working position based on severity level of the problem and as per the timelines defined in Annexure A.
- vi. Supplier would arrange for the visit of its service engineer, immediately and the incidental expenses viz. to & fro train / air fare, lodging charges & local conveyance for attending the complaint shall be borne by Supplier.
- vii. In case the supplier fails to make/ restore the system to working position within the timeframes defined in Annexure A, the system may be get rectified on supplier cost and the cost will be recovered from supplier either by deducting cost equal to the cost of rectification from the PBG or deduction from pending claims what so ever and appropriate action as per non compliance etc of agreement will be considered/taken.
- viii. The supplier shall be responsible to replace free of cost (including transportation and insurance expenses) whole or any part of System which under normal and proper use become dysfunctional as per the timelines defined in Annexure A.
- ix. Supplier will make routine maintenance of the system. The maintenance shall include thorough testing & replacement of any damaged parts of system, normal and preventive maintenance. The supplier shall submit the quarterly maintenance report (in the format prescribed by CEL) to CEL within 10 days of the end of quarter.
- x. During operation and maintenance period of the system, if there is any loss or damage of any component due to miss management/miss handling or due to any other reasons pertaining to the deputed personnel, what-so-ever, the supplier shall be responsible for immediate replacement/rectification. The damaged component may be repaired or replaced by new component.
- xi. After sale service and routine maintenance is utmost important and uptime for system shall be at least 95%. In case the uptime is less, than 95 % CEL will not allow the firm to participate in future tendering process and blacklist the supplier and claims of supplier if any with the CEL shall be forfeited without assigning any reason whatsoever.

f. Post Warranty support

CEL can undertake the post warranty support either on call basis or on AMC basis and the same shall be binding on the supplier. The support scope of CEL & Supplier would be decided by the CEL and the decision of CEL shall be binding on the supplier.

g. Hazards

Supplier shall ensure that its personnel shall, when working or any site in connection with the Agreement, comply with all relevant environmental, occupational health and safety legislation and any other appropriate standards, policies and procedures notified by CEL or appropriate government.

Supplier shall ensure that its personnel shall, bring any safety equipments required to work on the site in connection with the Agreement. Supplier will endeavor to exceed statutory minimum environmental, occupational health and safety requirements in accordance with generally accepted best working practices and any specific standards or other requirements of CEL.

h. Period of Agreement

This Agreement will commence from (Date) following the acceptance by both CEL and Supplier. The agreement shall be valid up to the end of Warranty Period as committed to the end customer by CEL.

i. Review Procedure

This agreement can be reviewed by CEL and supplier as when need arises. This review will cover services provide, service levels and procedures. Changes to this agreement shall be approved by CEL.

3. Supplier shall provide the services as per the Agreement. If in the case supplier fails to provide the services according to timelines/performance mentioned in service level agreement, CEL can encash the Performance bank guarantee submitted by supplier. Also in such cases CEL shall provide the services to the customer at the risk and cost of the supplier which can be recovered from the supplier by encashing the PBG or against any claim of the supplier lying with the company and even take the legal course of action in this regard.
4. All the disputes, difference controversies/difference of opinions, breach and violation arising from or related to this agreement between the parties, then the

same shall be resolved by mutual discussion /reconciliations in good faith. If Disputes, difference controversies/difference of opinions, breach and violation arising from or related to this agreement cannot be resolved within 30 days of commencement of reconciliations/discussions then the matter shall be referred to the sole arbitrator, nominated by CMD CEL for this purpose and his decision shall be final and binding on both the parties and there will be no objection to any such appointment on the grounds that the Arbitrator is an Employee of CEL and no appeal on any order passed by the Arbitrator shall be filed in any court of Law on this ground. The cost of arbitration shall be shared equally between the parties.

5. The arbitration proceedings shall be held at Sahibabad.

6. Governing Law and Jurisdiction

Disputes arising from these terms of the agreement will be governed by and construed in accordance with the laws of India and shall be subject to the Jurisdiction of Courts at Ghaziabad only. In such a case the Company shall have right to withhold all money till the final decision of the dispute by the Competent Court.

Signed and Sealed by
(Authorized Signatory)
CEL

Signed and Sealed by
(Authorized Signatory)

Annexure A

#	Incident Severity Level	Impact of Severity	Target Time to Acknowledge the incidents	Target Time to Analyze & determine the Incident	Target Incident Status Update Interval	Target Time to Close the Incident and Report CEL Management	Penalty
1	Severity 1	Severe impact on operations – system unable to operate	Within 6 hours	Within 24 hours	Within 24 hours and every day thereafter	Within 2 days (Urban Areas) Within 4 days (Rural Areas)	10% value of the PBG on pro-rata basis as per the value of faulty system
2	Severity 2	Operations are degraded but, yet able to operate (with back-up measures)	Within 1 day	Within 2 days	Within 2 days and every day thereafter	Within 5 days (Urban Areas) Within 10 days (Rural Areas)	6% value of the PBG on pro-rata basis as per the value of faulty system
3	Severity 3	Low impact on operations - though detrimental, but not an immediate area of concern	Within 1 day	Within 3 days	Within 3 days and every 2 nd day thereafter	Within 10 days (Urban Areas) Within 15 days (Rural Areas)	3% value of the PBG on pro-rata basis as per the value of faulty system
4	Severity 4	Zero impact on Operations - Required for improving or for value addition to services.	Within 2 days	Within 7 days	Within 7 days and every 10 th day thereafter	Within 30 days	1% value of the PBG on pro-rata basis as per the value of faulty system

PRICE BID

Name of Bidder: _____

S. No.	Description	Amount (Rs.) 10KWp		
		Bikaner & Jodhpur Division	Lucknow & Varanasi Division	Katihar Division
1.	Supply of BOS Materials for 10KWp Off Grid Solar Power Plant			
2.	GST on supply			
3.	Installation & commissioning Charges			
4.	GST on I/C			
5.	Total Price (1 to 4)			
6.	AMC Charges for 3 years (*Minimum 1.5% per annum of 5 above)			
7.	GST on AMC			
Total for each system				
Total in Words				

***Note:** 1. If AMC offer is less than 1.5% then it shall be taken as 1.5% of 5 for the evaluation of offers.

2. Bidders shall quote separately for each Railway Division i.e. Bikaner & Jodhpur, Katihar, Lucknow & Varanasi.

(Signature of authorized representative)