

# यूको बैंक



# UCO BANK

सम्मान आपके विश्वास का

Honours your trust

HO/GAD/686/2024-25

Date: 15.06.2024



UCO BANK

Head Office, General Administration Department  
2<sup>nd</sup> Floor, 10 BTM Sarani, Kolkata-700001  
Email: [hogad.calcutta@ucobank.co.in](mailto:hogad.calcutta@ucobank.co.in)  
Phone: 033-44557383/8099  
Website <http://www.ucobank.com>

**TENDER FOR SOLAR CONSULTANCY WORKS FOR PROVIDING COMPREHENSIVE ENGINEERING CONSULTANCY SERVICES FOR SETTING UP SOLAR ROOF TOP POWER PROJECT AT VARIOUS LOCATIONS OF WEST BENGAL AT BANK'S OWNED PREMISES**

## PART-I (Technical Bid)

The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever.

*This document is prepared by UCO Bank for Supply, installation & commissioning of Roof Top Solar PV Power Panel at Bank's own Buildings at Kolkata. It should not be reused or copied or used either partially or fully in any form.*

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## Disclaimer

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by UCO BANK or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The RFP is not an offer by UCO BANK, but an invitation for bidder's responses. No contractual obligation on behalf of UCO BANK, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of UCO BANK and the selected Bidder.

## NOTICE INVITING TENDER

Date:15.06.2024

Dear Sir,

**Subject: TENDER FOR SOLAR CONSULTANCY WORKS FOR PROVIDING COMPREHENSIVE ENGINEERING CONSULTANCY SERVICES FOR SETTING UP SOLAR ROOF TOP POWER PROJECT AT VARIOUS LOCATIONS OF WEST BENGAL AT BANK'S OWNED PREMISES**

UCO Bank invites sealed tender from reputed solar consultants in two parts, (I- Technical Bid and II- Price Bid) for captioned subject, as per schedule of work and General Terms & Conditions:

(1)

<b>Tender Reference</b>	HO/GAD/686 /24-25 date:15/06/2024
Cost of Tender Documents	Rs. 1000.00 (Rupees One Thousand only) (Non refundable). <b>Not Applicable for MSME(Document related MSME to be furnished Under Part-I).</b> The tender document to be downloaded from Bank's website <a href="http://www.ucobank.com">www.ucobank.com</a> . Cost of Tender Document is to be submitted with Technical Bid (Part-I of tender documents) in the form of Pay Order/Demand Draft in favour of UCO Bank, payable at Kolkata.
EMD	<p><b>EMD: a)</b> EMD of Rs.5,000/- (Rupees Five Thousand Only) must be submitted with Technical Bid (Part-I) in the form of pay order /demand draft in favour of UCO Bank, payable at Kolkata . <b>Not Applicable for MSME(Document related MSME to be furnished Under Part-I).</b></p> <p><b>b)</b> EMD of unsuccessful bidders will be released (without any interest) against their request letter after acceptance of L.O.I by the identified bidders .</p> <p><b>c)</b> EMD of L-1 bidders will be released (without any interest) after submission of Performance Bank Guarantee.</p>

	<b>d)</b> However, if Successful tenderer withdraws their acceptance of our L.O.I before submission of Performance Bank Guarantee, UCO Bank will have the right to forfeit the Earnest Money Deposit without making reference .
Performance Security Deposit (PSD) – Consultant has to submit a Performance	Security Deposit of amount Rs. 50,000/- in form of Demand Draft/ Bank Guarantee
Advertisement in News Papers and Bank's website on	15.06.2024
Pre Bid Meeting	Pre Bid Meeting will be held on 24.06.2024 at 15.00 hours in UCO Bank, GAD, Head Office at 2 <sup>nd</sup> Floor,10 BTM Sarani, Kolkata-700001 where issues relating to the tender will be discussed and clarifications, if any, will be furnished. Bidders are requested to attend the pre-bid meeting at their cost.The decision taken on Pre Bid meeting will be uploaded in Bank's website in form of corrigendum which will be the part of tender document.
Last Date & Time for Submission of Tender	Bids can be submitted on or before 08.07.2024 upto 14:30 pm at at UCO Bank, GAD, Head Office at 2 <sup>nd</sup> Floor,10 BTM sarani, Kolkata-700001
Date and Time of Opening Technical Bid i.e Part-I	08.07.2024 at 15:30 PM at UCO Bank, GAD, Head Office at 2 <sup>nd</sup> Floor,10 BTM sarani, Kolkata-700001
Date of Opening of Financial Bid	Financial Bid(Part-II of tender) of those vendors who will be qualified against Part-I of Tender,will be opened at a later date and the same will be communicated to all eligible vendors .
Address of Communication	UCO Bank, Head Office Head Office General Department 2 <sup>nd</sup> Floor,10 B.T.M. Sarani Kolkata-700 001
Email address	<a href="mailto:hogad.calcutta@ucobank.co.in">hogad.calcutta@ucobank.co.in</a>
Contact Telephone/Fax Numbers	Tel :033-4455-8099/7383
Submission of Bids	Bid must be submitted in <u>Two Bid System</u>

Validity of Tenders	180 (One Eighty) days from the date of opening.
Process for submission	<p>Envelope No.1 To contain Covering Letter / Clarification, Technical &amp; Commercial aspect and Tender Cost &amp; Earnest Money Deposit and all related documents as mentioned.</p> <p>Envelope No.2 To contain only the Priced tender complete in all aspects (No conditions shall be mentioned in Envelope No.2. which will not be taken into consideration for evaluation of the tender) and submitted as above not later than DD.MM.2024 upto 14:30</p> <p>(i) Envelope Nos. 1 &amp; 2 will be opened on the different dates. Separate intimation of date for opening of price bid will be made to only pre- qualified bidders. The sealed price bids of disqualified bidders will be returned by post or can be collected by-hand. The bidder will have to quote for all the sections included in the tender documents.</p> <p>The Bank reserves the right to accept or reject any tender either in whole, or in part without assigning any reasons for doing so and do not bind themselves to accept the lowest or any tender. Bank also reserves the right to negotiate or partly accept any or all the tenders received without assigning any reason thereof. Tenders, which do not fulfill all or any of the above condition and conditions mentioned in the tender documents or are incomplete in any respect, are liable to be rejected.</p>

**(2)** The Solar Project is proposed at the following locations: -

Sl.No	Premises Detail	Zone	Approximate area of rooftop to direct sunlight(sq.ft)
1	HEAD OFFICE BUILDING AT 10 BTM SARANI KOLKATA-700001	Head Office	7500(3 <sup>rd</sup> floor and 9 <sup>th</sup> floor)
2	HEAD OFFICE BUILDING AT BLOCK DD SECTOR 3 & 4 SALT LAKE SECTOR-I ,KOLKATA-64	Head Office	2000 (7 <sup>th</sup> floor)
3	UCO BANK BUILDING(CENTRAL TRAINING COLLEGE) , AT GE-8, SECTOR-III, SALT LAKE, KOLKATA – 700 106.	Head Office	2500 (2nd floor)
4	UCO BANK BUILDING , AT 2,INDIA EXCHANGE PLACE,KOLKATA-700001	Head Office	5000 (3 <sup>rd</sup> floor)

5	UCO HOUSE AT 1/1 ALIPORE AVENUE, KOLKATA-700027	Head Office	2500 (Senior block and Junior Block)
6	RIDHI SIDHI APARTMENT AT 18/28 DOVER LANE	Head Office	1500
7	GITANJALI APARTMENT AT 48/2B, GARIAHAT ROAD, KOLKATA-700019	Head Office	1500
8	UCO BANK BUILDING at BIRLAPUR KOLKATA	Salt Lake	2000
9	DURGAPUR CITY CENTRE, STAFF QUARTERS	Durgapur	10000
10	DURGAPUR STEEL TOWNSHIP, 'B'-ZONE	Durgapur	3000
11	JALPAIGURI BANK BUILDING	Siliguri	1500

3) COMPLETION PERIOD: The Time Period of Work Completion shall be as under:

Sr. No.	Description of Item	Scheduled Time Period
1	Preparing Design drawings, Detailed Project Report(DPR) & Estimated cost.	30 days from Issue of Work Order.
2	Draft tender with all the detailed drawings specifications etc.	10 days from submission of DPR.
3	Scrutiny of Tender received (Technical Bids), preparation of technical evaluation, recommendation of technically qualified Bidder,	07 days from opening of Technical Bid
4	scrutiny of commercial/price bid, comparative analysis of price bids, justification of rates, recommendation of L1 Bidder, etc.	03 days after opening of Price Bid.
5	Verification of quality of materials as per BOQ, measurement of work, certification of bills for payments. (After supply of complete materials on site ie. Solar Panels & Solar Inverter along with complete structures & cabling) on each site.	03 days after receiving material on each site.
6	Supervision of on-going work, maintaining time schedule for work, verification of quality of materials, measurement of work, certification of bills for payments.(After charging and handing over of complete system) Atleast 05 visits from start to installation of Net meter on each site.	03 days during construction of pedestals & erection of module mounting structure.  03 days after completion of entire installation till Solar Inverter. On or within 03 days of charging of Solar Project with Net meter.

4). LIQUIDITY DAMAGES: 0.5% OF CONTRACT VALUE PER WEEK DELAY UPTO 5%.

5). Payment Terms:

- No any advance payment will be made to the Solar Consultant.
- No RA payment will be made as mentioned below. Bank will have discretion of the same Necessary taxes will be deducted as applicable.
- The cost of comprehensive maintenance year wise shall not be considered for consultancy fee payment.
- Yardstick for payment of fees as per stages given below:

SL.No	Description of Item	Payment terms
1	Preparing Design drawings , Detailed Project Report, Estimated cost along with draft tender for the entire Project. Scrutiny of Tender received (Technical Bids), preparation of technical evaluation, recommendation of technically qualified Bidder, scrutiny of commercial/price bid, comparative analysis of price bids, justification of rates, recommendation of L1 Bidder, etc	20% *(per Kw rate)* Proposed capacity (Kwp)
2	Verification of quality of materials s per BOQ, measurement of work, certification of bills for payments. (After supply of complete materials on site ie. Solar Panels & Solar Inverter along with complete structures & cabling) on each site.	20% *(per Kw rate)* Proposed capacity (Kwp)
3	Supervision of ongoing work, maintaining time schedule for work, verification of quality of materials, measurement of work, certification of bills for payments.(After charging and handing over of complete system)	30% *(per Kw rate)* Proposed capacity (Kwp)
4	After 03 months of successful running of the Solar Project at each site. Pro Rota Basis of the Energy Generation committed to the actual Energy Generated.	10% *(per Kw rate)* Proposed capacity (Kwp)
5	After 12 months of successful running of the Solar Project at each site. Pro Rota Basis of the Energy Generation committed to the actual Energy Generated.	20% *(per Kw rate)* Proposed capacity (Kwp)

The initial payment as per SL.No. 1 shall be done on project "Estimated Cost" as submitted by Solar consultant. There after the payments shall be made on the basis of contract awarded to contractor.



Transportation and halting payment will be reimbursed for out station site (more than 200 KM for Head Office) as per the eligibility of Scale-III Officer of the Bank on submission of original documents. No local transportation bill (within 200km from H.O) will be paid.

**6). Brief Scope of Work:**

i. The scope of work is for "SOLAR CONSULTANCY WORKS FOR PROVIDING COMPREHENSIVE ENGINEERING CONSULTANCY SERVICES FOR SETTING UP SOLAR ROOF TOP POWER PROJECT AT VARIOUS LOCATIONS OF BANK OF MAHARASHTRA OWNED PREMISES".

ii. Preparing Design drawings, Detailed Project Report, Estimated cost along with draft tender for the entire Project.

iii. Scrutiny of Tender received (Technical Bids), preparation of technical evaluation, recommendation of technically qualified Bidder, scrutiny of commercial/price bid, comparative analysis of price bids, justification of rates, recommendation of L1 Bidder, etc.

iv. Verification of quality of materials as per BOQ, measurement of work, certification of bills for payments. (After supply of complete materials on site ie. Solar Panels & Solar Inverter along with complete structures & cabling) on each site.

v. Supervision of ongoing work, maintaining time schedule for work, verification of quality of materials, measurement of work, certification of bills for payments.

**7).** The conditional bids shall not be considered under any circumstances and rejected without any notice.

**8).** All bids shall be the property of UCO Bank and contractors will lay no claim whatsoever on the same.

**9).** In case of any queries at any stage of tender bidder may contact the following  
Name: S.Bhattacharya (Chief. Manager(Engineer)  
Email: [hogad.calcutta@ucobank.co.in](mailto:hogad.calcutta@ucobank.co.in)  
Contact No. 9051247749

It may be noted that the date of Opening of Price Bids of those bidders who have submitted unconditional tenders and those pre-qualify the criteria as stipulated in the tender will be intimated separately. Otherwise in case of any of the condition put forth by any of the bidding agency, the bidder shall be asked to withdraw the condition or otherwise the particular bidder shall be disqualified and price bids of remaining bidders shall be opened on the same day. The sealed price bid will be return back to those bidders who are technically disqualified. The sealed tender in the prescribed tender form in two separate envelopes as follows should be addressed to.



**10) Miscellaneous Items:**

- a) All the information relating to corrigendum if any, result of pre-bid meeting , selection of bidders to participate in Price Bid , name of L-1 bidders etc. will be uploaded in Bank's website which may please be noted. No separate newspaper notification will be issued in this regard.
- b) Vendor's representatives will be allowed to be present during opening of bids at their cost.
- c) In case date of pre-bid meeting, last date of receipt or opening of tender are declared as holiday, the respective date shall be treated as deferred and will be re-scheduled to next working day correspondingly.
- d) It may be noted that the requirement given in this RFP is indicative only .
- e) Tenders/offers through email will not be accepted.
- f) Bank reserve the authority to accept or cancel any or all tenders without assigning any reason.
- g) All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction in Price Bid is not duly signed and dated by the bidder are liable to be rejected,

Astt. General Manager,  
Head Office -GAD  
UCO Bank, Kolkata

**LETTER OF SUBMISSION FROM CONSULTANTS**

To,  
The Asst. General Manager  
General Administration Department,  
UCO Bank, Head Office, 2<sup>nd</sup> Floor  
10 BTM Sarani, Kolkata-700001

Dear Sir,

I/ We, having examined the location, specifications, designs and bill of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum / tender / BOQ and having acquired the requisite information relating thereto as affecting or related to the tender.

I/we hereby offer to execute the works specified in the said memorandum / tender / BOQ within the time specified and at the rates mentioned in the attached bill of quantities and in accordance in all respects complying to the scope of work ,specifications, designs, drawings required for said project and instructions in writing referred to in conditions of tender, the articles of Agreement, Condition of Contract, Bill of Quantities(Price Bid) etc. or prescribed and in all other respects in accordance with such conditions so far they may be applicable as below.

1. DATE OF ISSUE:
2. DATE OF PRE BID MEETING :
3. DATE OF SUBMISSION:
4. DATE OF OPENING (TECHNICAL BID):
5. VENUE FOR PRE BID MEETING:

6.The Solar Project is proposed at the following locations: -

Sl.No	Premises Detail	Zone	Approximate area of rooftop to direct sunlight(sq.ft)
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8). LIQUIDITY DAMAGES: 1% OF CONTRACT VALUE PER WEEK DELAY UPTO 10%.

9). Payment Terms:

- No any advance payment will be made to the Solar Consultant.
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## 10). Brief Scope of Work:

i. The scope of work is for "SOLAR CONSULTANCY WORKS FOR PROVIDING COMPREHENSIVE ENGINEERING CONSULTANCY SERVICES FOR SETTING UP SOLAR ROOF TOP POWER PROJECT AT VARIOUS LOCATIONS OF BANK OF MAHARASHTRA OWNED PREMISES".

- ii. Preparing Design drawings, Detailed Project Report, Estimated cost along with draft tender for the entire Project.
- iii. Scrutiny of Tender received (Technical Bids), preparation of technical evaluation, recommendation of technically qualified Bidder, scrutiny of commercial/price bid, comparative analysis of price bids, justification of rates, recommendation of L1 Bidder, etc.
- iv. Verification of quality of materials as per BOQ, measurement of work, certification of bills for payments. (After supply of complete materials on site i.e. Solar Panels & Solar Inverter along with complete structures & cabling) on each site.
- v. Supervision of ongoing work, maintaining time schedule for work, verification of quality of materials, measurement of work, certification of bills for payments.

**11)** We hereby agree to abide by and fulfill the terms and provisions of the said conditions of contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to UCO Bank amount mentioned in the said contract.

**12).** I/We have submitted a Demand Draft for a sum of Rs. \_\_\_\_\_/- (Rupees.....Only) as tender fees and Demand Draft for sum of Rs. \_\_\_\_\_/- (Rupees.....Only) towards Earnest Money Deposit with the UCO Bank, payable at Kolkata which amount is not to bear any interest. I/we do hereby agree that this sum shall be non-returnable

**13).** If this tender is accepted, we agree to submit Performance Security Deposit as per tender document.

**14).** The validity of this tender is for period of 180 days from date of opening of the tender and it shall remain binding upon us and may be accepted by the bank at any time before the expiration of that period without any additional cost.

**15).** The formal contract agreement when it is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding contract between us. The agreement has to be entered in non-judicial stamp paper of value as per as per latest Maharashtra Stamp Act and we agree to bear the entire cost of agreement charges.

**16).** We agree to pay Government VAT, GST, Sales-Tax (State & Central), Service Tax, Central Excise Duty, Octroi, Work Contract Tax and all taxes as prevailing from time to time, on such items for which the same are leviable and the rates quoted by us are inclusive of the same.

**17).** The dispute resolution procedure shall be as mentioned in General Conditions of Contract and as per Indian Arbitration & Reconciliation Act.

18). Indian law shall govern the terms and conditions under this contract.

19). NOTE: ALL PAGES OF THE TENDER DOCUMENTS INCLUDING ANNEXURES TO THE TENDERS SHALL BE SIGNED & STAMPED.

20). Our bankers are:

- i)
- ii)

Yours faithfully,  
Signature of Bidder

(By the authorized signatory of the Lead firm with Board resolution Reference and common seal of company)

Note: A copy of Power of Attorney or Board Resolution for authority imparted for signing tender document shall be enclosed with Technical Bid.

UCO BANK

### General Terms & Conditions of the Tender

**1. Type of Contract:** The Contract shall be an Item-rate (Per Kwp) (Remeasurable) Contract and the Contractor shall be paid for the actual generation in Kwp, as measured at site, at the rates quoted/ accepted by him in the Contract Bills of quantities.

**2. Total Security Deposit:** Total security deposit comprises: Earnest Money Deposit & Performance Security Deposit.

i. EARNEST MONEY DEPOSIT: Consultant has to submit Rs. 5000/- in form of Demand Draft /Pay order of nationalized Bank in favour of UCO Bank payable at Kolkata.

ii. Performance Security Deposit (PSD) – Consultant has to submit a Performance security deposit of amount Rs. 50,000/- in form of Demand Draft/ Bank Guarantee in favour UCO Bank within 07days of the acceptance of Work Order. The EMD amount shall be adjusted in Performance Security Deposit(PSD) and Bidder shall submit PSD accordingly. The same will be kept for the period of 01 years or till end of commissioning & installation of Net metering across all sites whichever is later. The said PSD shall be forfeited as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event, which Bank thinks fit and proper. The PSD amount shall be adjusted in the final Bill of the Consultant.

iii. No Interest shall be paid on the amount retained by the Bank as Security Deposit

**3. Language:** The Language in which the contract documents shall be drawn shall be in English.

**4. Errors, Omissions & Discrepancies:**

i. Under no circumstances shall the drawings be scaled or measured; only written dimensions shall be followed. In case of errors or omissions in drawings, the contractor shall notify the Solar Consultant by issuing a RFI (Request for information) clearing stating the error or omissions.

ii. In case of discrepancy between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.

iii. In case of discrepancy between written description of an item in Bill of Quantities and corresponding technical specification, the former shall be adopted. In case of difference between rates written in figures and words, the rate in words prevail. Between the duplicate/subsequent copies of the tender, the original tender shall be taken as correct.

**5.** The Bidder should not change or modify or delete the description of the item. If any discrepancy is observed it should immediately bring to the knowledge of the Bank.

**6.** Each page of the BOQ shall be signed & stamped by the authorized person and cutting or overwriting shall be duly attested by the Bidder. A letter of authority from the company shall accompany the tender documents. (Bidder shall sign and stamp all the pages of tender documents at the lower right-hand corner by the bidder. All corrections should be initialed in the Commercial Bid. The rates and amount in the commercial bid shall be in typed form. The handwritten filled commercial bid will be summarily rejected.)

**7.** The quoted rates are inclusive of all travelling, lodging expenses of solar consultant at any location and are to be borne by the solar consultant only as required for completion of project. Bank is not liable to pay for any travelling/lodging expenses



of any member of Solar Consultant. The consultant shall visit each site as per direction of Bank at any stage of Project & the consultant shall not raise any additional claim what so ever.

**8. Performance Security Deposit (PSD)** – Consultant has to submit a Performance security deposit of amount Rs. 50,000/- in form of Demand Draft/ Bank Guarantee in favor of Bank of Maharashtra within 07days of the acceptance of Work Order. The EMD amount shall be adjusted in Performance Security Deposit(PSD) and Bidder shall submit PSD accordingly. The same will be kept for the period of 01 years or till end of commissioning & installation of Net metering across all sites whichever is later. The said PSD shall be forfeited as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event, which Bank thinks fit and proper. The PSD amount shall be adjusted in the final Bill of the Consultant.

**9. “Indemnity”:**

i. THE CONSULTANT shall indemnify and always keep, The Bank Indemnified against all the losses or damages that would occur on account acts or commission or omission or negligence by the employees of THE CONSULTANT to the Bank or its property.

ii. Such losses or damages by whatever name called is to be made good by THE CONSULTANT as per decision of the Bank. “THE CONSULTANT will defend the Bank for any loss or other liability from third party on account any act of commission or omission or negligence or part of THE CONSULTANT or any of its employees.”

iii. The bank is entitled to recover any loss or damage that would occur on account of acts of commission or omission or negligence by the employees of THE CONSULTANT to the bank or its property.

**10. Force Majeure:**

i. “Neither Party will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, political instability, epidemic, pandemic, flood, fire, explosion, accident, civil commotion, war, computer viruses, industrial dispute, labour unrest and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.

ii. Each Party agrees to give to the other a fifteen (15) calendar days written notice as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

iii. If the event of force majeure continues for a period of more than 30 consecutive days then either party may have the option to terminate the Agreement upon written notice of such termination to the other party.”

**11. Termination of Contract:** Continued non-performance and inability to meet the scope of work requirements shall be viewed seriously & the agreement at any time giving fifteen (15) days prior written notice to THE CONSULTANT, may be terminated by Bank.

"If, THE CONSULTANT breaches its obligations or terms & conditions under this agreement and if the breach is not cured within 15 days from the date of notice or if the service provider".

i. has a winding up order made against it; or  
ii. has a receiver appointed over all or substantial assets; or  
iii. is or becomes unable to pay its debts as they become due; or  
iv. enters into any agreement or composition with or for the benefit of its creditors;  
v. passes a resolution for its voluntary winding up or dissolution or if it is dissolved. Force Majeure incident continues more than 30 days the contract may be terminated by the Bank. In view of above circumstances, Bank will terminate the contract under Risk and lost of the Consultant.

a. During Bidding Process: Consultant has to provide genuine and correct information while filling tender document. Any document which are attached with this tender shall be genuine and shall be self-attested. If during scrutiny of Bids or during due diligence any incorrect/ wrong/ fake /forged / spurious document or information is found then Bank will put the respective consultant in Blacklist. The information of the same will be submitted to IBA and other agencies. The consultant will be barred from any participation of tender process in the Bank for 02 years.

b. After Award of Work: If any information/document submitted by the successful consultant is found incorrect/ wrong/ fake /forged / spurious, then Bank shall terminate the contract and Blacklist the consultant for 02 years. The information of the same will be submitted to IBA and other agencies. The consultant will be barred from any participation of tender process in the Bank. Further Bank will forfeit the Performance Security Deposit. All the action in the aforesaid matter will be at the discretion of Bank. Also, if consultant leaves the assigned work before completion of project without proper justification and approval from Bank, then Bank may initiate the process of Blacklisting as mentioned above. The reasons for foreclosure of consulting work shall be justifiable/acceptable to the Bank.

**12. Liquidated damages for the delay:** If THE CONSULTANT fails to complete the task within the time provided in the tender, he shall be liable to pay liquidated damages @ 1% of the contract price per week up, to a max. of 10% of contract value.

**13. Copyright / Proprietary Right :** The Consultant hereby agree that the fee to be

paid as provided in this agreement will be in full and final for functions to be performed by him and no claim whatsoever shall be made against the Bank as well as owner in respect of any part relating to the plans, drawings and other documents submitted by Consultant. The drawings, design, plan; related details prepared and acquired by the Consultant for the work entrusted to him under this agreement will become the property of the Bank and /or owner. The drawings, design, plan and related details cannot be issued to any other person, firm or authority or used by the Consultants for any other project without prior permission of the Bank and/or owner. However, the drawings and drawings and design can be utilized by the Bank and/or owner for other works and Consultant shall not have any objection whatsoever.

#### 14 .Price and Taxes:

i) The price shall be firm and binding without any escalation through the contract period i.e.(Till Completion of Work).The prices (in Indian Rupees) should indicate All inclusive Price of the equipment [i.e. basic price, transportation, insurance (to cover equipment during the transit, installation at site and handing it over to the Bank), Duties, installation charges, comprehensive on site warranty of one year covering all parts, consumables, labour etc ] GST should be shown separately . If the Bidders fails to include them in the tender, no claim thereof will be considered by the Bank afterwards.

#### ii) Additional Terms & Condition on GST are as follows:

- Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure that accurate transaction details, as required by GST laws, are timely uploaded in GSTN<sup>1</sup>. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with UCO Bank, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time the accurate tax amount is finally reflected in the GSTN to UCO Bank's Account and is finally available to UCO Bank in terms of GST laws and that the credit of GST so taken by UCO Bank is not required to be reversed at a later date along with applicable interest.

- UCO Bank has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to UCO Bank for the fault of supplier shall be recovered by UCO Bank by way of adjustment in the consideration payable or otherwise.
- Supplementary invoices/debit note/credit note for price revisions to enable UCO Bank to claim tax benefit on the same shall be issued by Vendor for a particular year before September of the succeeding financial year.

The purchase order/ work order shall be void, if at any point of time Vendor are found be to a black listed dealer as per GSTN rating system and further no payment shall be entertained.

#### 15. Placement of Order/Letter Of Indent(LOI):

Bank will issue the LOI as per requirement accordingly with details terms & conditions.

#### 16. Terms of Payment :

- No any advance payment will be made to the Solar Consultant.
- No RA payment will be made as mentioned below. Bank will have discretion of the same Necessary taxes will be deducted as applicable.
- The cost of comprehensive maintenance year wise shall not be considered for consultancy fee payment.
- Yardstick for payment of fees as per stages given below:

SL.No	Description of Item	Payment terms
1	Preparing Design drawings , Detailed Project Report, Estimated cost along with draft tender for the entire Project. Scrutiny of Tender received (Technical Bids), preparation of technical evaluation, recommendation of technically qualified Bidder, scrutiny of commercial/price bid, comparative analysis of price bids, justification of rates, recommendation of L1 Bidder, etc	20% *(per Kw rate)* Proposed capacity (Kwp)
2	Verification of quality of materials s per BOQ, measurement of work, certification of bills for payments. (After supply of complete materials on site ie. Solar Panels & Solar Inverter along with complete structures & cabling) on each site.	20% *(per Kw rate)* Proposed capacity (Kwp)
3	Supervision of ongoing work, maintaining time schedule for work, verification of quality of materials, measurement of work,	30% *(per Kw rate)* Proposed capacity (Kwp)

	certification of bills for payments.(After charging and handing over of complete system)	
<b>4</b>	After 03 months of successful running of the Solar Project at each site. Pro Rota Basis of the Energy Generation committed to the actual Energy Generated.	10% *(per Kw rate)* Proposed capacity (Kwp)
<b>5</b>	After 12 months of successful running of the Solar Project at each site. Pro Rota Basis of the Energy Generation committed to the actual Energy Generated.	20% *(per Kw rate)* Proposed capacity (Kwp)

The initial payment as per Sl.No. 1 shall be done on project "Estimated Cost" as submitted by Solar consultant. There after the payments shall be made on the basis of contract awarded to contractor.

Transportation and halting payment will be reimbursed for out station site (more than 200 KM for Head Office) as per the eligibility of Scale-III Officer of the Bank on submission of original documents. No local transportation bill (within 200km from H.O) will be paid.

Bank will not pay any advance. Final payment will be released against Vendor's bill after satisfactory supply, installation, testing & commissioning of the full quantity, subject to compliance of terms of contract by the contractor and statutory deductions as per Rule. Interim payment will be released after delivery of all materials at site. Minimum value of works for claiming interim payment will be Rs.10.00Lakh considering delivery of materials at site upon production of proper documentary evidence. No payment shall be made until the Bank Guarantee and original papers of insurance are furnished.

**17. Execution of Agreement:** The successful bidders will have to execute an Agreement with **Bank** in non-judicial stamp paper of requisite value purchased in favour of the vendor or UCO Bank and as per the draft of Agreement as per **Annexure-II**.

**18. INTEGRITY:** Integrity Pact(IP) as per Bank's format as per **Annexure-V** on Non-Judicial Stamp Paper of appropriate value **has to be submit under Part-I(Technical Bid) of Tender documents**.

Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Integrity Pact shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of Integrity Pact is attached as Annexure for strict compliance.

Each and Every bidder has to execute pre contract integrity pact as per Bank's format as per **(Annexure-V)** on non-judicial stamp paper of appropriate value. Scanned copy of pre contract integrity pact must be uploaded in our e-tender website.

**19.Taxes and Duties:** The bidder will be entirely responsible to pay all taxes whatsoever in connection with delivery of the services at the sites including incidental services and commissioning. Wherever the laws and regulations require deduction of such taxes at the source of payment, Bank shall effect such deductions from the payment due to the vendor. The remittance details of amount so deducted and issue of certificate for such deductions shall be made by Bank as per the laws and regulations in force.

Nothing in the contract shall relieve the vendor from his responsibility to pay any tax that may be levied in India/abroad on income and profits made by the vendor in respect of this contract.

**20.AUTHORIZED SIGNATORY :**The selected bidder shall indicate the authorized signatories who can discuss and correspond with BANK, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with BANK, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by BANK.

**21.CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT:** Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till the date and time mentioned in this RFP. Further, at least 7 days prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website and such notification shall be deemed to be sufficient notice to all. No individual communication will be sent to any bidder in this regard. On the issue of any such notice regarding modification of contents of RFP, this RFP shall be read as if such modification were part of the original RFP.

## **22. TERMINATION FOR DEFAULT(S)**

Bank reserves its right to cancel the work/purchase order and/ or terminate this Agreement by giving 15 days' prior notice in writing to the Vendor without prejudice to its rights and contentions available under this Agreement or under the Law (s) for the time being in force in the following circumstances: -

- a) Unnecessary or unwarranted delay in execution of the work allotted.
- b) Delay in providing the requisite manpower at the Bank's site.
- c) The vendor violates any Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- d) Breach of trust is noticed during any stage of the consultancy assignment.
- e) The selected bidder commits a breach of any of the terms and conditions of the bid.
- f) The selected bidder goes in to liquidation voluntarily or otherwise.
- g) An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- h) If it is found at any stage that the bidder has concealed any important information or has submitted any false information or declaration particularly regarding any pending legal action or blacklisting status.



i) If there is any conflict of interest.

j) An attachment is levied or continues to be levied for a period of seven days upon effects of the contract.

k) If fails to complete the assignment as per the time lines prescribed in the Purchase order/ Agreement and/or within the extension, if any allowed.

In addition to the cancellation of work order/termination of the master contract, the Bank reserves the right to appropriate the damages from the earnest money deposit (EMD) provided by the selected bidder and/or forfeit the Performance Bank guarantee furnished by the vendor or other wise. The Bank also reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract or any other contract/order.

Notwithstanding anything contained hereinbefore, Bank shall have the right to terminate the contract at any time at its own convenience by serving a prior written notice of 15 days to the vendor without assigning any reason and without cost or compensation therefor.

**23. CONSEQUENCES OF TERMINATION:** The Bank at its sole discretion shall invoke the Performance Guarantee, and the Indemnity furnished towards non performance/non Compliance of the terms and conditions of the work order/contract by the Contractor/Vendor, without prejudice to its rights and conditions available under the Law for the time being in force.

**24. Date of Commencement of work:** The work shall be deemed to be commenced from **seventh day** from the date of receipt of work order or handing over of site which ever is later. The work should be started in consultation with H.O-GAD.

**25. RESPONSIBILITY FOR COMPLETENESS:** Any supplies and services which might not have been specifically mentioned in this R.F.P/tender / contract but are necessary for the design, manufacture, supply, testing, handing over, operationalizing, performance or completeness of the contract, shall be provided / rendered as per

the time schedule for the efficient and smooth operation and maintenance of the system under Indian conditions. The approval by the Bank at any stage for any supplies by the vendor shall not relieve the vendor of his obligation.

**26. DISPUTE RESOLUTION MECHANISM:** The Vendor and The Bank shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

**a.** The Party raising a dispute shall address to the other Party a notice in writing requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

**b.** The matter will be referred for negotiation between designated officials of the Bank /Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved



between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same shall be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document. The arbitrators shall hold their sittings at Kolkata.

The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement.

**27. GOVERNING LAWS AND JURISDICTION:** This contract shall be governed by and construed in accordance with the Laws of India for the time being in force and all the dispute(s) or difference(s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts at Kolkata.

**28. NOTICES:** Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by either hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

**29. PUBLICITY:** Any publicity by the bidder in which the name of Bank is to be used should be done only with the explicit prior written permission of Bank. The Vendor shall not make or allow to make a public announcement or media release about any aspect of the Contract unless BANK first gives the Vendor its prior written consent.

**30. CONFIDENTIALITY:** The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- To maintain and use the Information only for the purposes of this Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- To treat all Information as Confidential Information.
- Conflict of interest: The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

**31. NON-TRANSFERABLE OFFER:** This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process. There will not be any type of outsourcing.

The bidder should also submit an undertaking to the effect that he has not made any modification in the original copy of RFP and his bid would be liable for rejection for any violation of the above.

**32. PERIOD OF VALIDITY OF BID:** Bids shall remain valid for Ninety days after the date of bid opening prescribed by BANK. BANK holds the rights to reject a bid valid for a period Ninety days as non-responsive, without any correspondence. In exceptional circumstances, BANK may solicit the Bidder's consent to an extension of the validity period.

The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

**33. ADDRESS OF COMMUNICATION:** Offers/bid should be addressed to the address given in this RFP

**34. PRELIMINARY SCRUTINY:** BANK will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

BANK may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and BANK reserves the right for such waivers.

**35. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER/BID:** BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. BANK has the right to re-issue tender/bid.

BANK reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

**36. SIGNING OF THE BID:** The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

**37. COSTS OF PREPARATION & SUBMISSION OF BID:** The bidder shall bear all costs for the preparation and submission of the bid. BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

**38. SUBCONTRACTING:** The Bidder will not subcontract or delegate or permit anyone other than the Bidder personnel to perform any of the work, service or other performance required of the Bidder under this agreement without the prior written consent of the Bank and the bank's decision in this regard will be final and acceptable to the bidder.

### **39. OWNERSHIP AND RETENTION OF DOCUMENTS**

- BANK shall own the documents, prepared by or for the selected bidder arising out of or in connection with the Contract.
- Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by BANK, the Vendor shall deliver to BANK all documents provided by or originating from BANK/ Purchaser and all documents produced by or from or for the Vendor in the course of performing the Service(s), unless otherwise directed in writing by BANK at no additional cost.

- The selected bidder shall not, without the prior written consent of BANK/ Purchaser store, copy, distribute or retain any such Documents.
- The selected bidder shall preserve all documents provided by or originating from BANK/ Purchaser and all documents produced by or from or for the Vendor in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of UCO BANK/Purchaser in this regard.

#### 40. Signing of Contract/Agreement

The successful bidder / Contractor is required to enter into a Contract as per Bank's prescribed format within 15 days from the date of acceptance of Bank's offer valid upto completion of job effective from the date of execution of contract, unless terminated earlier by the Bank by serving 15 days prior notice in writing to the Contractor/ selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor.

The failure, delay or evasion on the part of the successful bidder to execute the Contract within the period mentioned will entitle the Bank to forfeit the Earnest Money deposited by the successful bidder/Consultant, without further notice to the successful bidder/ Consultant. Further, the failure, delay or evasion on the part of the successful bidder / consultant to commence project within 15 days from the date of execution of the Master Contract will result in termination of the Contract and invocation of the Bank Guarantee by the Bank without prejudice to its other rights and remedies available under the contract and/or Law(s) for the time being in force.

#### 41. Bank reserves the right to the following:

Bank reserves its rights, without giving any reason whatsoever and without any cost or compensation therefor, to.

- Reject any or all proposals received in response to the RFP
- Reject the proposals received in response to the RFP containing any deviation from the payment terms as stipulated in RFP.
- Waive or Change any formalities, irregularities, or inconsistencies in RFP.
- Extend the time for submission of proposal.
- Modify the RFP document, by an amendment that would be notified on the Bank's website.
- Independently ascertain information from the Banks and other institutions / companies to which the bidder has already extended IFRS / Converged Indian Accounting Standards (IND-AS) services for similar assignment.
- Modify the time period stipulated above for completion of assignment during the execution of assignment if it deems fit.

**42. Forfeiting of Bid Security/EMD:** The Bid security/EMD may be forfeited: -

- a) if a Bidder withdraws its Bid during the period of Bid validity specified in the RFP  
or
- b) if it was found that the successful Bidder had made any statement or had enclosed any documentary evidence which turns out to be false/incorrect at any time till the bank's final settlement of the bills submitted by the bidder, for the audit assignment undertaken by the bidder.
- c) The bid security amount will be forfeited if the vendor refuses to accept work order or having accepted the work order fails to carry out his obligations mentioned therein.

**43. Compliance Confirmation:** The Bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the RFP .

**44.Proposal Ownership:** The proposal and all supporting documentation submitted by the bidders shall become the property of the Bank. The proposal and documentation may be retained, returned or destroyed as the Bank decides.

UCO BANK

Astt. General Manager,  
Head Office -GAD  
UCO Bank, Kolkata

**Eligibility Criteria**

The bidder should fulfill the following eligibility criteria. They are required to submit copies of documents to substantiate their qualifying criteria.

1. Bidder should have valid Registration of PAN, GST, ESI, PF, income Tax clearance certificate & service Centre in Kolkata etc.
2. The bidder should have average annual turnover of more than Rs. 25 lakhs during the last three financial years i.e. FY 2020-21 ,2021-22 & 2022-23 (Valid CA certificate to be enclosed)
3. The bidder should be a profitable agency & should have shown the profits in each of last three financial years i. e. FY 2020-21 ,2021-22 & 2022-23 (Valid CA certificate to be enclosed)
4. The bidder should have successfully executed minimum single work of similar type

having project value of Rs. 2.8 Crores during last three years (Proof of the same should be submitted for having successfully completed the work) for single screen only OR

5. The bidder should have successfully executed minimum two works of similar type having project value of 1.8 Crores during last three years (Proof of the same should be submitted for having successfully completed the work) for single screen only OR

6. The bidder should have successfully executed minimum three works of similar type having project value of 1.4 Crores during last three years (Proof of the same should be submitted) for single screen only

7. The bidder should not have been blacklisted by any PSU Bank or enterprise /Private Bank/NBFC/Co-operative Bank/Govt. department during last 05 years. A written undertaking has to be given by the bidder. A written undertaking has to be given by the bidder on their letter head.

8. Only those bidders who have at least 5 years' establishment. Similar work would mean providing comprehensive engineering consultancy for completed a grid connected solar power plant/Rooftop plant in the last 5 year for the Government/Semi Government/ Government autonomous bodies/PSUs/Prime institution. Experience of consultant for completed Government/Semi Government/ Government Autonomous bodies Projects under Design and Construction mode/Turnkey Execution mode (which includes Comprehensive engineering consultancy services also) shall also be considered under eligibility criteria, subject to submission of such experience certificate from respective Government authority/Semi Government/ Government Autonomous Bodies officials.

9. Completion Certificate: Bidder shall submit the completion certificate for above Sr No.4/5/6 mentioning the scope of part/full related Solar Projects, Final bill amount, year, duration of work from the competent authority of client. No completion certificate from any Consultant will be considered. Only Work Order document will not be considered as a proof of completion of Work. Any proof of Bill amount transactions will not be considered as a completion certificate.

UCO BANK

**TECHNICAL EVALUATION OF BIDDERS:**

PROFORMA 1				
Sl. No	Description	Marks	Self Assessment By Consultant	Banks Assessment
1	Work Experience(TIME): Experience of Comprehensive Engineering Consultancy Services works etc. for the last – A.) 5 year = 10 Marks (1 year =2 Mark) Experience for comprehensive engineering Consultancy Services for any Solar Power generation projects ( Proof to be submitted)	10		
2	Financial strength : Average annual financial turnover for Last Three Year -	20		



	A.)above 07 lacs – 5 Marks B.)above 10 lacs – 10 Marks C.)above 15 lacs – 20 Marks (Proof to be submitted)			
<b>3</b>	Work Experience(TECHNICAL): Experience for Engineering Consultancy Services for solar power generation single projects A.)above 1MW – 40 Marks B.)above 600KW – 30 Marks C.)above 200 KW – 20 Marks Experience for comprehensive engineering Consultancy Services for any Solar Power generation projects (Proof to be submitted)***Works under single work order will only be considered as single work. Distributed capacity of works completed under multiple work orders will not be considered.	40		
<b>4</b>	Manpower (to be supported with CVs): All the CVs should also contain photograph of person and should also be signed by concerned person. Mobile and E-mail of person shall also be mentioned in the submitted CVs. Bank may be its liberty to contact and call the persons named through submitted CVs for verification, as deemed fit necessary, for assessing the manpower strength of bidder – 1.) Below – 05 person – 1 Marks 2.) Below – 10 person – 5 Marks 3.) Above – 15 person – 10 Marks	10		
<b>5</b>	Team Leader Engineer: B. E. in Electrical/Electronics/Mechanical with minimum 05 experience of providing solar consultancy projects, 5 marks for one person	10		
<b>6</b>	Solar Sector Expert: B. E. in Electrical/ Civil Engineering with minimum 5 years professional experience and should have advised at least one solar project, 2 marks each for one person.	10		
<b>7</b>	Total Marks	<b>100</b>		
<b>** Note : Minimum qualifying marks for technical Bid shall be 70.</b> <b>** Committee will have sole right for assessment based on submitted documents.</b>				

UCO BANK

**Particulars of Bidders  
(Submission of Documentary Evidence is must)**

**A. Company / Vendor Profile**

1. Name of the VendorFirm/Company
2. Constitution
3. Date of Establishment/  
Incorporation
4. Address

Registered Office

Corporate /Head Office

**5. Telephone Number**

Fax Number

E-Mail Address

Website

**6. Turnover**

2020-21

2021-22

2022-23

**7. Profit/Loss**

2020-21

2021-22

2022-23

**8. Experience of Company**

Track Record of Past Installations

Sl. No	Client	Capacity	Qty	Year of completion	Contact Person name	Tel	Address

(Pl. add row if required)

**9. Information on Key Service Personnel:**

SL. NO	Name with contact details	Designation

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10. GST registration details:

11. PAN No:

**Signature of Authorized Signatory with date and seal**

UCO BANK

#### **TECHNICAL SPECIFICATIONS OF EQUIPMENTS & DETAILED SCOPE OF WORK**

UCO Bank intends to select a Solar consultant who will provide comprehensive planning and engineering consultancy for the development of solar rooftop projects in Bank own premises area. It includes consultancy services for planning, designing, periodical supervision etc. as required for proper completion of work as per directives of the Bank. It shall be the responsibility of the consultant to ensure that the planning and designs are in conformation of all relevant local and national bye-laws and norms. If not, the conflicting points should be brought to the notice of the Bank and necessary changes should be made by the consultant in consultation with the Bank/ Owner. In case conflicts arise in the future, the consultant shall be responsible for the modifications to be done to the design/drawings for the resolution of the conflict. The scope includes preparation of a detailed BOQ for the project and detailed specifications of all activities and items including make and model no. Where ever applicable. Preparation of GFC drawings and 'As Built' drawings after completion of works shall be under scope of appointed consultant.

### Part A: Planning & DPR Preparation

The vendor shall perform Site survey & site investigations to prepare Detailed Project Report(DPR) which shall cover the following points.

i. Site Survey: The Solar Consultant shall visit each site location and conduct detailed survey for comprehensive planning and engineering consultancy for the development of solar rooftop projects.

ii. Site Analysis: The consultant shall study the condition of Roof Top for Solar installation and suggest the module mounting structure so that no water leakage occurs during rainfall season. Connectivity, Land Form and Land details, Topography of Land, Existing Land use pattern, forest body or water bodies, Existing infrastructure, Soil

iii. Climate Analysis: Humidity, Highest & lowest temperatures, annual rainfall availability of Classification, Climatic Data from secondary sources,

iv. Estimated Solar Generation: The consultant shall estimate the maximum Solar generation taking into account the topography of the roof top, orientation of Solar Panels, shadow of the neighboring landscapes/buildings. Energy yield calculations,

v. The Solar Consultant shall take into account the guidelines of local Electricity Distribution Company for maximum capacity of Solar Installation.

vi. PVSyst Report: The Solar Consultant shall provide the PV cyst report for maximum power & month wise energy generation. The estimated energy generation & peak power generation should be in alignment to the PV Cyst Report.

vii. STAAD.Pro Report: The consultant shall provide the STAAD.Pro report of structures of each location to ascertain structure strength & stability. The structure along with solar Panels shall be capable of withstanding wind load of 150 Kmph. The report/drawing/design shall be certified by licensed structural Engineer.

viii. Project Cost: The consultant shall provide location wise Project Cost & calculation of time period of Breakeven Point. The consultant shall provide financial & economic analysis of the project.

ix. Layout Drawings: The consultant shall provide the following drawings for each site as under:-

Array Layout Drawing of the Solar Panels showing nos. of solar panels installed in each table.

Structural Drawings of the Module Mounting Structure (Plan & Elevation) showing details & numbers of leg, purlin, bracing, rafter, gusset plates and any other structural member of each type.

Bar bending schedule & layout drawings of pedestals.

Earthing Layout location wise showing location of Earth Pits.

Lightening Protection Layout drawings highlighting range of eachlightening arrestor.

Cable routing layout drawings.

Single Line Diagrams of Solar Panels, Inverters till main switchgear Panel.

Design drawings for proposed works including all electrical works and associated services, wherever applicable for proper completion of the works under the contract as per satisfaction of the Bank & in accordance with local Bye laws and obtaining approval of the Bank.

x. The drawings/specifications prepared by the consultant shall be final. In case of dispute in drawings/specifications between Consultant and contractor. Bank's decision shall be final & binding & accordingly the consultant shall provide revised RFC (released for construction) drawings/ specifications

xi. Remote Monitoring of Project: The consultant shall include necessary hardware/software for remote monitoring & control of Solar Project.

xii. Detailed Bill of Quantity: The consultant shall prepare detailed site wise Bill of Quantity showing quantities of every major & minor item. Preparation of Detailed bill of quantities based on prevailing market rates related with the project. Also the bill of quantities shall include various services all based on schedule of rates conforming to specifications and procedures approved and prescribed by the Bank of Maharashtra to describe the whole project adequately. Supplying details of calculations of such Schedule of quantities to enable the Bank .

xiii. Reference Standards for Services: The Consultant is required to provide services based on extant rules, local bye - laws, applicable standards and sound engineering practices. The reference of standards is detailed below for application in services of consultant. The consultant shall refer the standard documents in case they are not mentioned below in any case:

a. Development Plan, Architectural Plan, Building Plan and their approvals:  
Applicable laws of local bodies & other concerned agencies.

b. Design of structures, Preparation of drawings, detailed estimation etc.:

- ☐ National Building Code, 2016
- ☐ IS: 1893 (latest edition)
- ☐ IS: 13920 (latest edition)
- ☐ IS: 13828 (latest edition)
- ☐ Other applicable standards
- ☐ Sound Engineering Practice for detailed estimation
- ☐ Safety standards & Labour law compliance.

xiv. The consultant shall prepare detailed estimate of works of all equipment & activities including make and model no. as applicable.

### Part B: Tender Preparation/Evaluation

i. After submission of detailed Project Report the Solar consultant prepare tender for phase wise execution of works incorporating all the guidelines & standards of BIS, CVC, National Building Code etc.

ii. Clearances from Electricity Boards, Electrical Inspector & Local Bye laws: Analysis of the permits (tariff security/power purchase agreement/building permits/grid connection) from a technical perspective. The consultant shall provide assistance from getting clearance from Govt /statutory bodies.

iii. Detailed Specification of Materials: The consultant shall provide detailed specification of each equipment/material to be used in Solar Project.

iv. Recommendation of Manufacturers: The consultant shall provide atleast 04 makes of each type of equipment/material.

v. Market Analysis & availability schedule: The consultant shall conduct market survey of estimate and availability of each type of material. Any material falling under land sharing clause or non-availability in market shall not be included in tender.

vi. Time Schedule: The consultant shall provide time schedule for execution of works.

vii. The consultant shall provide all the necessary details drawings/BOQ/photographs /load details/structural details etc all complete in the tender.

viii. The consultant shall inform Bank about all the statutory clearances to be obtained before & post execution of electrical Works.

ix. The consultant shall provide all necessary guidance to eligible bidders during site survey & pre-bid meeting of the tender.

x. The consultant shall perform technical scrutiny of the tenders, technical work comparative, background verification of the bidders & shortlisting of eligible bidders for financial bid opening. The consultant shall scrutinize financial Bids and recommend L1 Bidder for work.

### Part C: Project Execution

i. Material Verification: The consultant shall conduct material verification of all materials for quality & quantity as per BOQ on each site , if required Factory inspection of the BOQ as per applicable IS /IEC standards.

ii. The consultant shall witness the type & routine tests at factory location of the major



electrical equipment. The travelling & lodging cost shall be borne by the L1 bidder.

iii. Time Schedule: The consultant shall provide time schedule for execution of works. The consultant shall be responsible for Project Monitoring & ensure the Project is being progressed as per the timelines given by vendor.

iv. Quality Control : The consultant shall visit each site during work execution and shall ensure that all work are carried out as per extant rules/guidelines. It shall be the responsibility of the consultant to ensure the quality of Works.

v. In the event of differences relating to the interpretations of drawings /designs/specifications/ any other part of the Consultancy between the consultant and the Consultants, the interpretation and the decision of the Engineer-in-charge, Bank of Maharashtra shall be final and binding.

vi. Safety standards before, during & after commissioning of the project is to be ensured as per the guidelines of Govt. statutory authority/ies.

vii. The consultant shall supply all design calculations/computer input and output giving specific reference to BIS/NBC, along with soft copies.

viii. During the execution stage, consultant will prepare and issue of working drawings with all details for proper execution of the work & also revise drawing details and specifications as required by construction process.

ix. Recommendation of RA Bills, final bills along with work completion certificate.

x. The consultant shall visit each site at least 05 times from starting to completion of Project.

xi. The Bank of Maharashtra shall have the right to make changes, additions, modifications or deletion in the design and drawings or any part of work and instructions given in writing for any such additions / alterations, deletions during the progress of the work and the same shall be complied by the consultant without any extra cost.

**Annexure-I****DECLARATION BY THE BIDDER**

I/We have read and examined the bid document, terms and Conditions of bid and other documents and Rules referred to in the bid and all other contents in the bid documents for the Solar consultancy.

I/We hereby submit bid for (Name of Work-----) within the specified time schedule.

I/We agree to keep the bid open for hundred one twenty (180) days from the date of opening of technical bid thereof not to make any modifications in its terms and conditions.

I/We hereby declare that I/We treat the bid documents, drawings and other records connected with the consultancy as secret / confidential documents and shall not communicate information / derived there from to any person except to whom, I/We may be authorized to communicate the same or use the information in any manner prejudicial to the interest of the company.

If I/We fail to commence the consultancy specified I/We agree that the said Bank of Maharashtra or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said Earnest Money/Performance Security Deposit and Bank may take necessary action as per terms and conditions of tender as deemed fit

Enclosures:

1. DD/Pay Order NO (as tender fees) : .....
2. Terms & conditions (each page and Annexure documents are signed & stamped with the seal)
3. Financial Bid. (Signature of Bidder with seal) Name: Address: Date:

NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the documents above will render the bid to be rejected. Also, non-adhering of any of the terms and conditions of will render the bid to be rejected.

Date: Signature of Bidder Stamp

### Annexure-II

#### Certificate / Undertaking of Visiting site by Bidder (On Bidder's letter Head)

a) Certified that I / we have visited the site on \_\_\_\_\_ and assessed the nature and amount of work involved before submitting our offer. We will be able to execute the work within the available site condition and terms and conditions of the tender.

b) I undertake that I / we have visited the place/sites or representative of I/we have visited site or have acquainted with the mentioned site of tender, and noted & studied the site feasibilities for installation of Solar Project.

c) Manpower & Materials supplied by us will be suitable for in the existing location / condition with sufficient space all around. No extra cost will be claimed by me later for any difficulties/modifications involved for total execution of all the works mentioned in the tender. I also understand that the work, if required to be completed on priority basis, so we are ready to work in day / night hour subject to availability of site/space.

(Signature of Bidder):

(NAME):

(SEAL):

## Annexure –III

**FORMAT OF UNDERTAKING, TO BE FURNISHED IN COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/NON-DEBARMENT, BY ORGANIZATION UNDERTAKING REGARDING BLACKLISTING/ NON-DEBARMENT**

To,  
The Asst. General Manager (Civil),  
General Administration Deptt  
Head Office, 2<sup>nd</sup> Floor  
10 BTM Sarani, Kolkata-700001

We here by confirm and declare that we, M/s----- is not blacklisted/De-registered/debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have executed/undertaken the works/services during the last 02 years. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security amount may be forfeited in full and the tender if any to the extent accepted may be cancelled and any necessary action that Bank's deemed to be may be taken against undersigned.

Thanking you,  
Yours faithfully,

Signature..... Date.....  
Name..... Place.....

## ANNEXURE-IV

### FORMAT OF BANK GUARANTEE

To: .....  
The .....  
.....

**(To be stamped in accordance with the stamp act)**

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to engage M/s (Name of the vendor Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the vendor company) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no. ....dated..... issued to the Vendor and an Agreement no.....dated..... made between UCO BANK and the Vendor for a period of ..... in pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said VENDOR of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees..... Only).

We..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of ..... [VENDOR] do hereby undertake to pay to UCO BANK an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said VENDOR

of any of the terms or conditions contained in the said Agreement.

2. We ..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

4. We, ..... [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said VENDOR and accordingly discharged this guarantee.

Unless a demand or claim under this guarantee is made on us in writing on or before .....(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We ..... [indicate the name of bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.

7. We, ..... [indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

i) Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) only.

ii) This Bank Guarantee shall be valid upto ..... and

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (date of expiry of Guarantee including claim period).

8. Dated the ..... day of ..... for..... [indicate the name of Bank]

Yours' faithfully,

For and on behalf of

\_\_\_\_\_  
\_ Bank Authorised Official

#### ANNEXURE-V

#### Draft Agreement

Article of agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2024

between the "**UCO Bank**, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 (hereinafter referred to as "**Bank**" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns and successors) of the "**ONE PART** and M/s ..... having its registered office at ..... ( herein after called "The Vendor" ) of the other part, which expression should include its successor/s and assignee/s.

Whereas the Bank is desirous of executing Contract for ..... at UCO Bank Head Office ..... (hereinafter called "Bank")

And whereas the said work as mentioned in the work order have been accepted and signed by and on behalf of the Vendor.

And whereas the vendor has agreed to execute upon and subject to condition set forth herein and work order, General conditions of contract, special condition of contract, including all other conditions as mentioned, in the work order, specifications and all correspondence exchanged by or between the parties from the submission of tender till the award of work, both letter inclusive, (all of which are collectively hereinafter referred to as " the said conditions") the work described in the said specification and included in



the tender at the rates therein set for in UCO Bank Work Order No..... dated .....201 and amounting to the sum of Rs. ....(Rupees ..... only) inclusive of all Taxes .

NOW IT IS HEREBY AGREED AS FOLLOWS:

**The following documents attached hereto shall be deemed to form an integral part of this Agreement:**

**(a) Work order letter no-..... dated .....**

**(b) R.F.P.(Request For Proposal) dated .....**

**(b) Corrigendum (if any) dated .....**

## GENERAL TERMS & CONDITIONS

**1. Type of Contract:** The Contract shall be an Item-rate (Per Kwp) (Remeasurable) Contract and the Contractor shall be paid for the actual generation in Kwp, as measured at site, at the rates quoted/ accepted by him in the Contract Bills of quantities.

**2. Total Security Deposit:** Total security deposit comprises: Earnest Money Deposit & Performance Security Deposit.

i. **EARNEST MONEY DEPOSIT:** Consultant has to submit Rs. 5000/- in form of Demand Draft /Pay order of nationalized Bank in favour of UCO Bank payable at Kolkata.

ii. **Performance Security Deposit (PSD)** – Consultant has to submit a Performance security deposit of amount Rs. 50,000/- in form of Demand Draft/ Bank Guarantee in favour UCO Bank within 07days of the acceptance of Work Order. The EMD amount shall be adjusted in Performance Security Deposit(PSD) and Bidder shall submit PSD accordingly. The same will be kept for the period of 01 years or till end of commissioning & installation of Net metering across all sites whichever is later. The said PSD shall be forfeited as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event, which Bank thinks fit and proper. The PSD amount shall be adjusted in the final Bill of the Consultant.

iii. No Interest shall be paid on the amount retained by the Bank as Security Deposit

**3. Language:** The Language in which the contract documents shall be drawn shall be in English.

## 4. Errors, Omissions & Discrepancies:

i. Under no circumstances shall the drawings be scaled or measured; only written dimensions shall be followed. In case of errors or omissions in drawings, the contractor shall notify the Solar Consultant by issuing a RFI (Request for information) clearing stating the error or omissions.

ii. In case of discrepancy between the written or shown description or dimensions in the drawings and the corresponding one in the specification the former shall be taken as correct.

iii. In case of discrepancy between written description of an item in Bill of Quantities and corresponding technical specification, the former shall be adopted. In case of difference between rates written in figures and words, the rate in words prevail. Between the duplicate/subsequent copies of the tender, the original tender shall be taken as correct.

**5.** The Bidder should not change or modify or delete the description of the item. If any discrepancy is observed it should immediately bring to the knowledge of the Bank.

**6.** Each page of the BOQ shall be signed & stamped by the authorized person and cutting or overwriting shall be duly attested by the Bidder. A letter of authority from the company shall accompany the tender documents. (Bidder shall sign and stamp all the pages of tender documents at the lower right-hand corner by the bidder. All corrections should be initialed in the Commercial Bid. The rates and amount in the commercial bid shall be in typed form. The handwritten filled commercial bid will be summarily rejected.)

**7.** The quoted rates are inclusive of all travelling, lodging expenses of solar consultant at any location and are to be borne by the solar consultant only as required for completion of project. Bank is not liable to pay for any travelling/lodging expenses of any member of Solar Consultant. The consultant shall visit each site as per direction of Bank at any stage of Project & the consultant shall not raise any additional claim what so ever.

**8. Performance Security Deposit (PSD)** – Consultant has to submit a Performance security deposit of amount Rs. 50,000/- in form of Demand Draft/ Bank Guarantee in favor of Bank of Maharashtra within 07 days of the acceptance of Work Order. The EMD amount shall be adjusted in Performance Security Deposit (PSD) and Bidder shall submit PSD accordingly. The same will be kept for the period of 01 years or till end of commissioning & installation of Net metering across all sites whichever is later. The said PSD shall be forfeited as a compensation for any loss resulting from the failure to perform the obligations under the contract or in the event of termination of the contract or in any event, which Bank thinks fit and proper. The PSD amount shall be adjusted in the final Bill of the Consultant.

**9. "Indemnity":**

i. THE CONSULTANT shall indemnify and always keep, The Bank Indemnified against all the losses or damages that would occur on account acts or commission or omission or negligence by the employees of THE CONSULTANT to the Bank or its property.

ii. Such losses or damages by whatever name called is to be made good by THE CONSULTANT as per decision of the Bank. "THE CONSULTANT will defend the Bank for

any loss or other liability from third party on account any act of commission or omission or negligence or part of THE CONSULTANT or any of its employees."

iii. The bank is entitled to recover any loss or damage that would occur on account of acts of commission or omission or negligence by the employees of THE CONSULTANT to the bank or its property.

#### 10. Force Majeure:

i. "Neither Party will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, political instability, epidemic, pandemic, flood, fire, explosion, accident, civil commotion, war, computer viruses, industrial dispute, labour unrest and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.

ii. Each Party agrees to give to the other a fifteen (15) calendar days written notice as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure.

iii. If the event of force majeure continues for a period of more than 30 consecutive days then either party may have the option to terminate the Agreement upon written notice of such termination to the other party."

**11. Termination of Contract:** Continued non-performance and inability to meet the scope of work requirements shall be viewed seriously & the agreement at any time giving fifteen (15) days prior written notice to THE CONSULTANT, may be terminated by Bank.

"If, THE CONSULTANT breaches its obligations or terms & conditions under this agreement and if the breach is not cured within 15 days from the date of notice or if the service provider".

i. has a winding up order made against it; or  
ii. has a receiver appointed over all or substantial assets; or  
iii. is or becomes unable to pay its debts as they become due; or  
iv. enters into any agreement or composition with or for the benefit of its creditors;  
v. passes a resolution for its voluntary winding up or dissolution or if it is dissolved. Force Majeure incident continues more than 30 days the contract may be terminated by the Bank. In view of above circumstances, Bank will terminate the contract under Risk and lost of the Consultant.

c. During Bidding Process: Consultant has to provide genuine and correct information while filling tender document. Any document which are attached with this tender shall be genuine and shall be self-attested. If during scrutiny of Bids or during due diligence any incorrect/ wrong/ fake /forged / spurious document or information is found then Bank will put the respective consultant in Blacklist. The information of the same will be submitted to IBA

and other agencies. The consultant will be barred from any participation of tender process in the Bank for 02 years.

- d. After Award of Work: If any information/document submitted by the successful consultant is found incorrect/ wrong/ fake /forged / spurious, then Bank shall terminate the contract and Blacklist the consultant for 02 years. The information of the same will be submitted to IBA and other agencies. The consultant will be barred from any participation of tender process in the Bank. Further Bank will forfeit the Performance Security Deposit. All the action in the aforesaid matter will be at the discretion of Bank. Also, if consultant leaves the assigned work before completion of project without proper justification and approval from Bank, then Bank may initiate the process of Blacklisting as mentioned above. The reasons for foreclosure of consulting work shall be justifiable/acceptable to the Bank.

**12. Liquidated damages for the delay:** If THE CONSULTANT fails to complete the task within the time provided in the tender, he shall be liable to pay liquidated damages @ 1% of the contract price per week up, to a max. of 10% of contract value.

**13. Copyright / Proprietary Right :** The Consultant hereby agree that the fee to be paid as provided in this agreement will be in full and final for functions to be performed by him and no claim whatsoever shall be made against the Bank as well as owner in respect of any part relating to the plans, drawings and other documents submitted by Consultant. The drawings, design, plan; related details prepared and acquired by the Consultant for the work entrusted to him under this agreement will become the property of the Bank and /or owner. The drawings, design, plan and related details cannot be issued to any other person, firm or authority or used by the Consultants for any other project without prior permission of the Bank and/or owner. However, the drawings and drawings and design can be utilized by the Bank and/ or owner for other works and Consultant shall not have any objection whatsoever.

#### **14 .Price and Taxes:**

i) The price shall be firm and binding without any escalation through the contract period i.e.(Till Completion of Work).The prices (in Indian Rupees) should indicate All inclusive Price of the equipment [i.e. basic price, transportation, insurance (to cover equipment during the transit, installation at site and handing it over to the Bank), Duties, installation charges, comprehensive on site warranty of one year covering all parts, consumables, labour etc ] GST should be shown separately . If the Bidders fails to include them in the tender, no claim thereof will be considered by the Bank afterwards.

#### **ii) Additional Terms & Condition on GST are as follows:**

- Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there

under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure that accurate transaction details, as required by GST laws, are timely uploaded in GSTN<sup>2</sup>. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with UCO Bank, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time the accurate tax amount is finally reflected in the GSTN to UCO Bank's Account and is finally available to UCO Bank in terms of GST laws and that the credit of GST so taken by UCO Bank is not required to be reversed at a later date along with applicable interest.

- UCO Bank has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to UCO Bank for the fault of supplier shall be recovered by UCO Bank by way of adjustment in the consideration payable or otherwise.
- Supplementary invoices/debit note/credit note for price revisions to enable UCO Bank to claim tax benefit on the same shall be issued by Vendor for a particular year before September of the succeeding financial year.

The purchase order/ work order shall be void, if at any point of time Vendor are found be to a black listed dealer as per GSTN rating system and further no payment shall be entertained.

### 15. Placement of Order/Letter Of Indent(LOI):

Bank will issue the LOI as per requirement accordingly with details terms & conditions.

### 16. Terms of Payment :

- No any advance payment will be made to the Solar Consultant.
- No RA payment will be made as mentioned below. Bank will have discretion of the same Necessary taxes will be deducted as applicable.
- The cost of comprehensive maintenance year wise shall not be considered for consultancy fee payment.
- Yardstick for payment of fees as per stages given below:

SL.No	Description of Item	Payment terms
1	Preparing Design drawings , Detailed Project	20% *(per Kw rate)*

	Report, Estimated cost along with draft tender for the entire Project. Scrutiny of Tender received (Technical Bids), preparation of technical evaluation, recommendation of technically qualified Bidder, scrutiny of commercial/price bid, comparative analysis of price bids, justification of rates, recommendation of L1 Bidder, etc	Proposed capacity (Kwp)
<b>2</b>	Verification of quality of materials s per BOQ, measurement of work, certification of bills for payments. (After supply of complete materials on site ie. Solar Panels & Solar Inverter along with complete structures & cabling) on each site.	20% *(per Kw rate)* Proposed capacity (Kwp)
<b>3</b>	Supervision of ongoing work, maintaining time schedule for work, verification of quality of materials, measurement of work, certification of bills for payments.(After charging and handing over of complete system)	30% *(per Kw rate)* Proposed capacity (Kwp)
<b>4</b>	After 03 months of successful running of the Solar Project at each site. Pro Rota Basis of the Energy Generation committed to the actual Energy Generated.	10% *(per Kw rate)* Proposed capacity (Kwp)
<b>5</b>	After 12 months of successful running of the Solar Project at each site. Pro Rota Basis of the Energy Generation committed to the actual Energy Generated.	20% *(per Kw rate)* Proposed capacity (Kwp)

The initial payment as per Sl.No. 1 shall be done on project "Estimated Cost" as submitted by Solar consultant. There after the payments shall be made on the basis of contract awarded to contractor.

Transportation and halting payment will be reimbursed for out station site (more than 200 KM for Head Office) as per the eligibility of Scale-III Officer of the Bank on submission of original documents. No local transportation bill (within 200km from H.O) will be paid.

Bank will not pay any advance. Final payment will be released against Vendor's bill after satisfactory supply, installation, testing & commissioning of the full quantity, subject to compliance of terms of contract by the contractor and statutory deductions as per Rule. Interim payment will be released after delivery of all materials at site. Minimum value of works for claiming interim payment will be Rs.10.00Lakh considering delivery of materials at site upon production of proper documentary evidence. No payment shall be made until the Bank Guarantee and original papers of insurance are furnished.



**17. Execution of Agreement:** The successful bidders will have to execute an Agreement with **Bank** in non-judicial stamp paper of requisite value purchased in favour of the vendor or UCO Bank and as per the draft of Agreement as per **Annexure-II**.

**18. INTEGRITY:** Integrity Pact(IP) as per Bank's format as per **Annexure-V** on Non-Judicial Stamp Paper of appropriate value **has to be submit under Part-I(Technical Bid) of Tender documents**.

Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Integrity Pact shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of Integrity Pact is attached as Annexure for strict compliance.

Each and Every bidder has to execute pre contract integrity pact as per Bank's format as per **(Annexure-V)** on non-judicial stamp paper of appropriate value. Scanned copy of pre contract integrity pact must be uploaded in our e-tender website.

**19.Taxes and Duties:** The bidder will be entirely responsible to pay all taxes whatsoever in connection with delivery of the services at the sites including incidental services and commissioning. Wherever the laws and regulations require deduction of such taxes at the source of payment, Bank shall effect such deductions from the payment due to the vendor. The remittance details of amount so deducted and issue of certificate for such deductions shall be made by Bank as per the laws and regulations in force.

Nothing in the contract shall relieve the vendor from his responsibility to pay any tax that may be levied in India/abroad on income and profits made by the vendor in respect of this contract.

**20.AUTHORIZED SIGNATORY :**The selected bidder shall indicate the authorized signatories who can discuss and correspond with BANK, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with BANK, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by BANK.

**21.CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT:** Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till the date and time mentioned in this RFP. Further, at least 7 days prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website and such notification shall be deemed to be sufficient notice to all. No individual communication will be sent to any bidder in this regard. On the issue of any such notice regarding modification of contents of RFP, this RFP shall be read as if such modification were part of the original RFP.



**22. TERMINATION FOR DEFAULT(S)**

Bank reserves its right to cancel the work/purchase order and/ or terminate this Agreement by giving 15 days' prior notice in writing to the Vendor without prejudice to its rights and contentions available under this Agreement or under the Law (s) for the time being in force in the following circumstances: -

- a) Unnecessary or unwarranted delay in execution of the work allotted.
- b) Delay in providing the requisite manpower at the Bank's site.
- c) The vendor violates any Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- d) Breach of trust is noticed during any stage of the consultancy assignment.
- e) The selected bidder commits a breach of any of the terms and conditions of the bid.
- f) The selected bidder goes in to liquidation voluntarily or otherwise.
- g) An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- h) If it is found at any stage that the bidder has concealed any important information or has submitted any false information or declaration particularly regarding any pending legal action or blacklisting status.
- i) If there is any conflict of interest.
- j) An attachment is levied or continues to be levied for a period of seven days upon effects of the contract.
- k) If fails to complete the assignment as per the time lines prescribed in the Purchase order/ Agreement and/or within the extension, if any allowed.

In addition to the cancellation of work order/termination of the master contract, the Bank reserves the right to appropriate the damages from the earnest money deposit (EMD) provided by the selected bidder and/or forfeit the Performance Bank guarantee furnished by the vendor or other wise. The Bank also reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract or any other contract/order.

Notwithstanding anything contained hereinbefore, Bank shall have the right to terminate the contract at any time at its own convenience by serving a prior written notice of 15 days to the vendor without assigning any reason and without cost or compensation therefor.

**23. CONSEQUENCES OF TERMINATION:** The Bank at its sole discretion shall invoke the Performance Guarantee, and the Indemnity furnished towards non performance/non Compliance of the terms and conditions of the work order/contract by the Contractor/Vendor, without prejudice to its rights and conditions available under the Law for the time being in force.

**24. Date of Commencement of work:** The work shall be deemed to be commenced from **seventh day** from the date of receipt of work order or handing over of site which ever is later. The work should be started in consultation with H.O-GAD.

**25. RESPONSIBILITY FOR COMPLETENESS:** Any supplies and services which might not have been specifically mentioned in this R.F.P/tender / contract but are necessary for the design, manufacture, supply, testing, handing over, operationalizing, performance or completeness of the contract, shall be provided / rendered as per

the time schedule for the efficient and smooth operation and maintenance of the system under Indian conditions. The approval by the Bank at any stage for any supplies by the vendor shall not relieve the vendor of his obligation.

**26. DISPUTE RESOLUTION MECHANISM:** The Vendor and The Bank shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

a. The Party raising a dispute shall address to the other Party a notice in writing requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

b. The matter will be referred for negotiation between designated officials of the Bank / Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same shall be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document. The arbitrators shall hold their sittings at Kolkata.

The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement.

**27. GOVERNING LAWS AND JURISDICTION:** This contract shall be governed by and construed in accordance with the Laws of India for the time being in force and all the dispute(s) or difference(s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts at Kolkata.

**28. NOTICES:** Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by either hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

**29. PUBLICITY:** Any publicity by the bidder in which the name of Bank is to be used should be done only with the explicit prior written permission of Bank. The Vendor shall not make or allow to make a public announcement or media release about any aspect of the Contract unless BANK first gives the Vendor its prior written consent.

**30. CONFIDENTIALITY:** The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:

- To maintain and use the Information only for the purposes of this Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- To treat all Information as Confidential Information.
- Conflict of interest: The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

**31. NON-TRANSFERABLE OFFER:** This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process. There will not be any type of outsourcing.

The bidder should also submit an undertaking to the effect that he has not made any modification in the original copy of RFP and his bid would be liable for rejection for any violation of the above.

**32. PERIOD OF VALIDITY OF BID:** Bids shall remain valid for Ninety days after the date of bid opening prescribed by BANK. BANK holds the rights to reject a bid valid for a period Ninety days as non-responsive, without any correspondence. In exceptional circumstances, BANK may solicit the Bidder's consent to an extension of the validity period.

The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended. A bidder acceding to the request will neither be required nor be permitted to modify its bid. A bidder may refuse the request without forfeiting its bid security. In any case the bid security of the bidders will be returned after completion of the process.

**33. ADDRESS OF COMMUNICATION:** Offers/bid should be addressed to the address given in this RFP

**34. PRELIMINARY SCRUTINY:** BANK will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

BANK may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and BANK reserves the right for such waivers.

**35. NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER/BID:** BANK shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. BANK has the right to re-issue tender/bid.

BANK reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. BANK will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of BANK in this regard shall be final, conclusive and binding upon the bidder.

**36. SIGNING OF THE BID:** The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

**37. COSTS OF PREPARATION & SUBMISSION OF BID:** The bidder shall bear all costs for the preparation and submission of the bid. BANK shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

**38. SUBCONTRACTING:** The Bidder will not subcontract or delegate or permit anyone other than the Bidder personnel to perform any of the work, service or other

performance required of the Bidder under this agreement without the prior written consent of the Bank and the bank's decision in this regard will be final and acceptable to the bidder.

### 39. OWNERSHIP AND RETENTION OF DOCUMENTS

- BANK shall own the documents, prepared by or for the selected bidder arising out of or in connection with the Contract.
- Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by BANK, the Vendor shall deliver to BANK all documents provided by or originating from BANK/ Purchaser and all documents produced by or from or for the Vendor in the course of performing the Service(s), unless otherwise directed in writing by BANK at no additional cost.
- The selected bidder shall not, without the prior written consent of BANK/ Purchaser store, copy, distribute or retain any such Documents.
- The selected bidder shall preserve all documents provided by or originating from BANK/ Purchaser and all documents produced by or from or for the Vendor in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of UCO BANK/Purchaser in this regard.

### 40. Signing of Contract/Agreement

The successful bidder / Contractor is required to enter into a Contract as per Bank's prescribed format within 15 days from the date of acceptance of Bank's offer valid upto completion of job effective from the date of execution of contract, unless terminated earlier by the Bank by serving 15 days prior notice in writing to the Contractor/ selected bidder at its own convenience without assigning any reason and without any cost or compensation therefor.

The failure, delay or evasion on the part of the successful bidder to execute the Contract within the period mentioned will entitle the Bank to forfeit the Earnest Money deposited by the successful bidder/Consultant, without further notice to the successful bidder/ Consultant. Further, the failure, delay or evasion on the part of the successful bidder / consultant to commence project within 15 days from the date of execution of the Master Contract will result in termination of the Contract and invocation of the Bank Guarantee by the Bank without prejudice to its other rights and remedies available under the contract and/or Law(s) for the time being in force.

### 41. Bank reserves the right to the following:

Bank reserves its rights, without giving any reason whatsoever and without any cost or compensation therefor, to.

- Reject any or all proposals received in response to the RFP

- Reject the proposals received in response to the RFP containing any deviation from the payment terms as stipulated in RFP.
- Waive or Change any formalities, irregularities, or inconsistencies in RFP.
- Extend the time for submission of proposal.
- Modify the RFP document, by an amendment that would be notified on the Bank's website.
- Independently ascertain information from the Banks and other institutions / companies to which the bidder has already extended IFRS / Converged Indian Accounting Standards (IND-AS) services for similar assignment.
- Modify the time period stipulated above for completion of assignment during the execution of assignment if it deems fit.

**42. Forfeiting of Bid Security/EMD:** The Bid security/EMD may be forfeited: -

d) if a Bidder withdraws its Bid during the period of Bid validity specified in the RFP

or

e) if it was found that the successful Bidder had made any statement or had enclosed any documentary evidence which turns out to be false/incorrect at any time till the bank's final settlement of the bills submitted by the bidder, for the audit assignment undertaken by the bidder.

f) The bid security amount will be forfeited if the vendor refuses to accept work order or having accepted the work order fails to carry out his obligations mentioned therein.

**43. Compliance Confirmation:** The Bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the RFP .

**44. Proposal Ownership:** The proposal and all supporting documentation submitted by the bidders shall become the property of the Bank. The proposal and documentation may be retained, returned or destroyed as the Bank decides.

In witness where of the Bank and the vendor have set their respective hands on the day and year first herein above written.

Signed on behalf of the UCO Bank

Signature on behalf

of the vendor

By its duly authorized Officer

in presence of:

In presence of:

1) Signature..... 1)Signature.....

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UCO BANK

सम्मान आपके विश्वास का

Honours your trust

Name with address:

Name with address:

2) Signature..... 2) Signature.....

Name with address

Name with address:

UCO BANK



## ANNEXURE-VI

## FORMAT OF INTEGRITY

## (To be executed on non-judicial stamp paper of requisite value)

**UCO Bank**, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 hereinafter referred to as "**Bank**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) of the "**ONE PART**

And

..... Hereinafter referred to as "The Bidder/Contractor".

Preamble

The **Bank** intends to award, under laid down organizational procedures, contract/s for.....The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder (s) and / or contractor (s).

In order to achieve these goals, the Bank will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

## Section 1 – Commitments of the Bank.

1.The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Bank will during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidders (s) the same information and will not provide to any Bidders (s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.

c. The Bank will exclude from the process all known prejudiced persons.

2. If the Bank obtains information on the conduct of any of its employees which is criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

## Sections 2 – Commitments of the Bidder (s)/Contractor(s)

1. The bidder(s) /contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s) contractor(s) will not directly or through any other persons of firm, offer promise or give to any of the Bank's employees involved in the tender process of the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage or during the execution of the contract.

b. The Bidder(s) /Contractor(s) will not enter with other Bidders into any undisclosed agreement of understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process .

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s) / contractors will not use improperly for purposes of competition or personal gain, or pass on to others, any information or document provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractor (s) of foreign origin shall disclose the name and address of the Agent/representatives in India, if any. Similarly the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign Banks, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder (s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### Section 3: Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Bank is entitled to disqualify the Bidder (s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-B".

### Section 4 : Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent to Performance Bank Guarantee.

#### Section 5 : Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject he can be disqualified from the tender process and action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

#### Section 6 : Equal treatment of all Bidders/Contractors/subcontractors.

1. The Bidder (s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before signing the contract.
2. The Bank will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### Section 7 : Criminal charges against violated Bidder(s)/Contractor(s)/Sub contractor(s).

If the Bank obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Bank has substantive suspicion in this regard, the Bank will inform the same to the Chief Vigilance Officer.

#### Section 8 : Independent External Monitor/Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Managing Director & CEO , UCO Bank.
3. The Bidder(s)/Contractor (S) accepts that the Monitor has the right to access without restriction to all project documentation of the Bank including that provided by the Contractor.

The Contractor 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 is under contractual obligation

to treat the information and documents of the Bidder (s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. The Bank 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 Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act, in a specific manner refrain from action or tolerate action.
6. The Monitor will submit a written report to the Managing Director & CEO, UCO Bank within 8 to 10 weeks from the date of reference or intimation to him by the Bank and should be occasion arise, submit proposals for correction of problematic situations.
7. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the UCO Bank.
8. If the Monitor has reported to the Managing Director & CEO, UCO Bank a substantiated suspicion of an offence under relevant IPC/PC Act, and the Managing Director & CEO, UCO Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word "Monitor" would include both singular and plural.

#### Section 9 – Pact Duration.

This pact begins when both parties have legally signed it, and expires for the contractor is 10 months after the last payment under the contract.

If any claim is made lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director, UCO Bank.

#### Section 10 – Other provisions

- This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Bank i.e. Kolkata.
- Changes and supplements as well as termination notices need to be made in writing.
- If the Contractor is partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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UCO BANK

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Honours your trust

\_\_\_\_\_  
(For & on behalf of the Bank)

(Office Seal)

Place\_\_\_\_\_

Date\_\_\_\_\_

Witness : (Name & Address)

\_\_\_\_\_  
(For & On behalf of Bidder/Contractor)

(Office Seal)

Place\_\_\_\_\_

Date\_\_\_\_\_

Witness : (Name & Address)

UCO BANK

**Annexure-VII****DRAFT****Letter of Undertaking & Indemnity****(To be executed on non-judicial stamp paper of requisite value)**

To  
UCO Bank  
General Administration Department  
Head Office

In consideration of UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700 001 (hereinafter Referred to as "the Bank" which expression shall include its successors and assigns) at our request and on the strength of our statements and representation contained in our letter dated ..... agreeing to appoint us as vendor/ Contractor for Modernization of existing two nos 'schindler-make 5 Passenger Elevators installed at UCO Bank Building at UCO House, 1/1 Alipore Avenue, Kolkata 700027 under buyback arrangement, we, ....., a Company incorporated under the Companies Act, 1956 having its registered office at - ..... (full address) do hereby irrevocably and unconditionally agree and undertake that:

- 1) We shall, at all times hereinafter, save and keep harmless and indemnified the BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the BANK by whomsoever and all losses, damages, costs, charges and expenses that the BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, notifications guidelines and also from the environmental damages, if any, which may occur during the contract period.

- 
- 2) We shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, notifications, orders framed or issued by any appropriate authorities.
- 3) Our obligations herein are independent, irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of the BANK or Indemnifier or any other circumstance whatsoever which might otherwise constitute a discharge or defense of an indemnifier.

In case we fail to pay the losses, damages and expenses as claimed and demanded by the Bank, Bank shall be entitled to recover the amount by invoking Performance Bank Guarantee furnished by us for Modernization of existing two nos 'schindler-make 5 Passenger Elevators installed at UCO Bank Building at UCO House, 1/1 Alipore Avenue, Kolkata 700027 under buyback arrangement without any prior notice to us.

- 4) This Letter of Undertaking & Indemnity shall survive the Agreement entered into between the Bank and us.

Dated, this.....day of .....20

UCO BANK

.....

(Signature of the Authorized Signatory of vendor along with the seal of the Company)



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UCO BANK

सम्मान आपके विश्वास का

Honours your trust



UCO BANK

Head Office, General Administration Department

2<sup>nd</sup> Floor, 10 BTM Sarani, Kolkata-700001

Email: [hogad.calcutta@ucobank.co.in](mailto:hogad.calcutta@ucobank.co.in)

Phone: 033-44557383/8099; Fax 033-22266459

Website <http://www.ucobank.com>

**TENDER FOR SOLAR CONSULTANCY WORKS FOR PROVIDING COMPREHENSIVE  
ENGINEERING CONSULTANCY SERVICES FOR SETTING UP SOLAR ROOF TOP POWER  
PROJECT AT VARIOUS LOCATIONS OF WEST BENGAL AT BANK'S OWNED PREMISES**

**PART-II (Price Bid)**

**PRICE BID FOR FOR PROVIDING COMPREHENSIVE ENGINEERING CONSULTANCY SERVICES FOR SETTING UP SOLAR ROOF TOP POWER PROJECT AT VARIOUS LOCATIONS OF WEST BENGAL AT BANK'S OWNED PREMISES**

**Price Schedule (BOQ)**

Sl.No	Description	Per KW rate (Rs.) Excluding GST
1	<p>The scope of work is for 'Providing Comprehensive Engineering Consultancy Services for Development of solar power Roof Top Power plants at 11 locations of Bank's owned Premises in India.</p> <p><input type="checkbox"/> Preparing Design drawings, Detailed Project Report, Estimated cost along with draft tender for the entire Project.</p> <p><input type="checkbox"/> Scrutiny of Tender received (Technical Bids), preparation of technical evaluation, recommendation of technically qualified Bidder, scrutiny of commercial/price bid, comparative analysis of price bids, justification of rates, recommendation of L1 Bidder, etc.</p> <p><input type="checkbox"/> Verification of quality of materials as per BOQ, measurement of work, certification of bills for payments. (After supply of complete materials on site ie. Solar Panels &amp; Solar Inverter along with complete structures &amp; cabling) on each site.</p> <p><input type="checkbox"/> Supervision of ongoing work, maintaining time schedule for work, verification of quality of materials, measurement of work, certification of bills for payments. (After charging and handing over of complete</p>	

**Rupees in word (Total Amount):**

**GST will be paid separately at applicable rate**

\*\* The rates shall be quoted considering all terms and conditions of the tender

(Signature of the authorized person with stamp of the firm/company)

Name of the authorized person:

Date:

Declaration by Bidder:

I/We M/s..... have read & understood all the terms and conditions of tender, have acquainted to the site conditions and considering aforesaid and prevailing market conditions have quoted rate in price Bids.

(Signature of bidder with seal ) \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

**Note: The Bank reserves the right, not to execute all items of work nor to execute the full quantity of items, as mentioned in schedule of quantities.**

UCO BANK