



UCO BANK

Head Office, General Administration Deptt
1A, Russel Street, Kolkata –700 071

'Corrigendum' to the tender notice no: 06/15-16 dtd 5.8.2015 on supply, installation & commissioning of Solar Power Solution at branches in West Bengal .

Date of submission of tender has been extended upto 18.9.2015 at 3 :00 PM

DGM(GA)



Subject: 'Corrigendum' to the tender notice no: 06/15-16 dtd 5.8.2015 on supply, installation & commissioning of Solar Power Solution at branches in West Bengal .

Ref: Pre-Bid meeting held at UCO Bank H.O.GAD at 1A,Russel Street, Kolkata-700071. on 28.8.2015 at 15.00 Hours .

Amendment of certain clauses:

Sl No	RFP clause no. and page no.	RFP terms	Amended terms
1	Clause no.9 of page no.8 and in Draft Agree ment	Successful Bidder will have to submit a performance Bank Guarantee of 10% of order value <u>before submission of final bill for five years</u> with a claim period of further three months to Circle Office, Kolkata. The Bank Guarantee to be issued by any Nationalized Bank or any scheduled commercial Bank banking in India other than UCO Bank or its subsidiary, as enclosed format in Annexure-I . The performance Bank Guarantee will be returned to the contractor after expiry of <u>five years</u> which includes on site warranty period of two years and AMC for three years thereafter with claim period of three months upon finding satisfactory service rendered by the contractor. Any defect in the work or operational service, arising out during the period of five years and not attended by the contractor within two days from the date of reporting the defect, will be rectified by the Bank through some other agency and the cost thereof will be recovered from the company and.or by invoking the B.G.	Successful Bidder will have to submit a performance Bank Guarantee of 10% of order value <u>prior to or at the time of execution of the Agreement</u> for 66 months with a claim period of three months to Circle Office, Kolkata. The Bank Guarantee to be issued by any Nationalized Bank or any scheduled commercial Bank banking in India other than UCO Bank or its subsidiary, as enclosed format in Annexure-I . The performance Bank Guarantee will be returned to the contractor after expiry of <u>66 months</u> which includes execution period of eight weeks, on site warranty period of two years and AMC for three years thereafter with claim period of three months upon finding satisfactory service rendered by the contractor. Any defect in the work or operational service, arising out during the said period and not attended by the contractor within two days from the date of reporting the defect, will be rectified by the Bank through some other agency and the cost thereof will be recovered from the company and.or by invoking the B.G.
2	Clause no.10 of	The successful bidders will have to execute an Agreement with Circle Office,Kolkata in non-judicial stamp paper of requisite value purchased in favour of the vendor or UCO Bank	The successful bidders will have to execute an Agreement with Circle Office,Kolkata 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



	page no.8	and as per the draft of Agreement as per Annexure-II . <u>No payment for the work shall be made till the agreement is executed.</u>	Annexure-II .
3	ANNEXURE-II of page no.25 of 'Draft Agreement'	UCO Bank a body Corporate constituted Under the Banking Companies (Acquisition and transfer of Undertaking)act 1970 and amended by the Banking Laws(Amendments) Act,1985 and having its Head Office at 10,B.T.M. Sarani,Kolkata-700001 (herein after called "The Bank") which expression shall unless excluded by or repugnant to the context to be deemed to include its successor or/and assignees of one part	<u>"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</u>
4	Clause no.6 of page no.7 and Clause no.6.4 of page no.8	<u>Placement of Order:</u> Clause no.6.4 of page no.8 Upon identification of vendors by Circle Office,Kolkata , <u>work order will be issued by them accordingly with details terms & conditions.</u>	<u>Placement of Order/Letter Of Indent(LOI):</u> Clause no.6.4 of page no.8 Upon identification of vendors by Circle Office,Kolkata , <u>LOI will be issued by them accordingly with details terms & conditions. After execution of Agreement detailed work order will be issued by Circle Office,Kolkata</u>
5	ANNEXURE-II pt no.H of page no.29	The Arbitrator, Arbitrators, as the case may be, shall give reasoned award in respect of each item of disputes, which shall be final and binding on both the parties. It is agreed that the supplier shall not delay the carrying out of the installation of machines by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the installation of machines with all due diligence and shall, until the decision of the Arbitrators is given, abide by the terms and conditions of the contract herein, as also instructions with regard to the actual carrying out of the installation of the machines herein contracted and <u>no award shall relieve</u> the supplier of his obligations to adhere strictly to the terms and conditions of the purchase contract herein as also instructions with regard	The Arbitrator, Arbitrators, as the case may be, shall give reasoned award in respect of each item of disputes, which shall be final and binding on both the parties. It is agreed that the supplier shall not delay the carrying out of the installation of machines by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the installation of machines with all due diligence and shall, until the decision of the Arbitrators is given, abide by the terms and conditions of the contract herein, as also instructions with regard to the actual carrying out of the installation of the solar PV System herein contracted.



		to the actual carrying out of the installation of machines.	
6	Clause no.18 of page no.9	<p>ORDER CANCELLATION: The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions treating it as default / non performance of the contract by giving 15 days written notice :</p> <p>a. Fails to accept the purchase order within the specified time .</p> <p>b. Delay in execution of work beyond the specified period.</p> <p>c. Partial execution of job.</p> <p>d. Serious discrepancies noted in the items delivered.</p> <p>e. Breaches in the terms and conditions of the Order</p>	<p>TERMINATION of CONTRACT:</p> <p><u>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 successful bidder without assigning any reason and without cost or compensation therefore</u></p> <p>The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions treating it as default / non performance of the contract by giving 15 days written notice :</p> <p>a. Fails to accept the purchase order within the specified time .</p> <p>b. Delay in execution of work beyond the specified period.</p> <p>c. Partial execution of job.</p> <p>d. Serious discrepancies noticed in the items delivered.</p> <p>e. Breaches in the terms and conditions of the Order/Agreement</p>
7	No clause included		<p>Added additional clause no.18.A .</p> <p><u>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.</u></p>
8	No clause included		<p><u>Added additional clause in Draft Agreement:</u></p> <p><u>M. Non-Disclosure : The successful bidder must undertake that they shall hold in trust any information received by them, under the Contract/Agreement, and the strict of confidence shall be maintained in respect of such information.</u></p> <p><u>N. Non Assignment: Successful bidder, shall agree to neither the subject matter of the agreement nor any right here in shall be transferred,sub-contracted,assigned or delegated to any third party by the successful bidder without prior written consent of the Bank.</u></p>



9	ANNEXURE-V		Word “Principal/Employer” to be replaced with “The Bank” in all pages
10	No EMD		<p>Added additional clause no.2.3 in page no.06 under head “Instruction to Bidders and General terms & Conditions”</p> <p>Amount of Earnest Money to be deposited along with the tender (Part-I) : Rs.15,000/- (Rupees Fifteen Thousand only) payable by crossed Demand Draft/Pay Order drawn in favour of “UCO Bank” and payable at Kolkata. The Earnest Money Deposited by the bidders will be refunded after acceptance of the L1 price without any interest thereon. The offer/tender will be rejected if Earnest money is not deposited.</p>
11	Clause no.i.c) of page no.5	<p>i)The bidder should be an authorized System Integrator or submit documentary evidence of using SPV Modules of an Indian Manufacturer of Modules with the following criterion</p> <p>c) Having executed projects as MNRE or IREDA Or WBREDA Channel Partner.</p>	<p>i)The bidder should be an authorized System Integrator or submit documentary evidence of using SPV Modules of an Indian Manufacturer of Modules with the following criterion</p> <p>c) <u>should be Channel Partner of MNRE or IREDA Or WBREDA</u></p>
12	Clause no.vi) of page no.5	The bidder should have experience in executing similar types of work upto the value of Rs.50 Lakh in a single work order in reputed PVT/Semi-Govt. /Govt. Organization in past three years ending last day of the month previous to the one in which applications are invited .	This clause removed.
13	Clause no.VI) of page no.16	The battery Bank of the solar system should be GEL Tubular VLRA maintenance free type conforming IEC 61427, IEC 60896-21/22 standard. The Performance Warranty of the Battery Bank should not be less than 05 Years.	The battery Bank of the solar system should be <u>Very Low Maintenance Tubular /AGM -VRLA</u> type conforming IEC 61427,IS 15549, IEC 60896-21/22 standard. The Performance Warranty of the Battery Bank should not be less <u>than 03 Years.</u>
14	Clause no.VI.a of page	The batteries shall be consists of 2500 Ah @ 2V individual cells at C10 rate	The batteries shall be consists of <u>(1000 or 900)Ah [for Battery bank nominal voltage-48 V dc)] / (600 or 500) Ah[for Battery bank nominal voltage-96 V dc)] @ 2V</u> individual cells at C10 rate (tolerance 10%)



	no.16		
15	Clause no.VII.8 and 9 of page no.17	8. Battery bank nominal voltage- 24/48/96 V dc 9. Charging Current- 1500 A dc, Programmable	8. Battery bank nominal <u>voltage-48/96 V</u> dc 9. Charging Current-90/50 A dc, Programmable (tolerance 10%)
16	Clause no.VII.1 5 of page no.17	MPPT Efficiency>99%	<u>MPPT Efficiency>94%</u>
17	Clause no.VII.2 3 of page no.17	Inverter peak efficiency- At least 93% at full load	<u>Inverter peak efficiency- At least 90% at full load</u>
18	Clause no.VII.4 1 of page no.18	Certification EMC Directives: EN61000-6-1, EN61000-6-3, EN61000-3-2 Low voltage directive EN50178 Safety IEC 62109-1, IEC 62109-2 CE marked	Certification <u>IEC 62040-3, IEC 61683, 60068-2</u>

The above amendments will be the integral parts of RFP.

Dy. General Manager (GA)

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UCO BANK

Honours your trust



UCO BANK

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Offer of rate per unit towards Supply, installation & commissioning of Solar Power Solution (5 kWp/branch) at approx 20 nos branches in West Bengal

PART-I (Technical Bid)



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Invitation for tender offers

A).UCO Bank invites sealed tender offers (technical and commercial offer) from eligible, reputed and interested authorized System Integrator for supply, installation & commissioning of Solar Power Solution at approx 20 nos branches in West Bengal under jurisdiction of UCO Bank, Circle Office, Kolkata

A complete set of tender document to be down loaded by the eligible tenderer from the website www.ucobank.com

B)

<u>Tender Reference</u>	06/2015-16 dated.05.08.2015
Bid	Offer of rate per unit towards Supply, installation & commissioning of Solar Power Solution (5 kWp/branch)at approx 20 nos branches in West Bengal
Cost of Tender Documents	Rs. 1000.00 (Rupees One Thousand only) (Non refundable). 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.
Advertisement in News Papers and Bank's website on	05/08/2015
Pre Bid Meeting	Pre Bid Meeting will be held on 28/08/2015 at 15.00 hours in UCO Bank, GAD, Head Office at 1A, Russel Street, Kolkata-700071 during which 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.
Last Date & Time for Submission of Tender	04.09.2015 upto 3:00 PM at UCO Bank, GAD, Head Office at 1A, Russel Street, Kolkata-700071
Date and Time of Opening Technical Bid i.e Part-I	04.09.2015 at 4:00 PM at UCO Bank, GAD, Head Office at 1A, Russel Street, Kolkata-700071
Submission of Bids	<p>The bidders shall bid in a sealed cover. The said envelope, superscribed as "Tender for rate per unit towards Supply, installation & commissioning of Solar Power Solution (5 kWp/branch)at approx 20 nos branches in West Bengal " is to be sealed and addressed to</p> <p>The Dy.General Manager (H.O-GAD) UCO Bank Head Office, General Administration Department 1A Russel Street, Kolkata-700071 West Bengal</p> <p>'Part-I' of the tender document must be superscribed as ' Technical Bid'</p> <p>'Part-II' of the tender document must be superscribed as ' Price Bid'</p>



Date of Opening of Financial Bid	We will open Part-II of tender for those vendors who will be qualified for Part-I of Tender. Date of opening of Part-II of tender will be communicated to all eligible vendors.
Validity of Tenders	90 (Ninety) days from the date of opening.
Address of Communication	Dy.General Manager, UCO Bank, GAD, Head Office, 1A, Russel Street, Kolkata-700071
Contact Number	(033)22266457,22266460 Fax :033-22266459 Email: hogad.calcutta@ucobank.co.in

C) All the information relating to corrigendum, results of pre-bid meeting, selected bidders to participate in Price Bid, name of L-1 bidders etc. will be given in Bank's website only which may please be noted. No separate newspaper notification will be issued in this regard.

D) Technical offers will be opened in the presence of the vendor's representatives who choose to attend on the date and time specified above.

E) In case the date of pre-bid meeting, last date of issuance and/ or the date of receipt and opening of tender are declared as holiday, the respective date shall be treated as deferred/re-scheduled to the next working day correspondingly.

F) It may be noted that the requirement given in this RFP is indicative only.

G) Fax and E-mail tenders/offers will not be accepted.

H) Bank reserves the right to accept / reject in part or full any or all offers without assigning any reason whatsoever and without any cost or compensation therefore. Any decision of UCO Bank in this regard shall be final, conclusive and binding on the Offerer/Tenderer.

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



Eligibility conditions:

- i) The bidder should be an authorized System Integrator or submit documentary evidence of using SPV Modules of an Indian Manufacturer of Modules with the following criterion
 - a) Having manufacturing capacity of minimum 10MWp.
 - b) Having necessary approval from IEC for the SPV modules
 - c) Having executed projects as MNRE or IREDA Or WBREDA Channel Partner.
- ii) The bidder should have a minimum Annual turnover of 2 Crores for the last three financial years ending 31.03.2015 .
- iii) Bidder should have service support facilities in Kolkata.
- iv) The bidder should have registration in VAT , Service Tax and PAN.
- v) The bidder should have experience in executing at least two similar types of works like installation of minimum 5KW Solar Power System in reputed PVT/Semi-Govt. /Govt. Organization in past three years ending last day of the month previous to the one in which applications are invited
- vi) The bidder should have experience in executing similar types of work upto the value of Rs.50 Lakh in a single work order in reputed PVT/Semi-Govt. /Govt. Organization in past three years ending last day of the month previous to the one in which applications are invited .
- vii) Bidder should be ISO 9001 and/or ISO 14001 certified Company
- viii) Bidder should be OEM(Original Equipment Manufacturer)/OES(Original Equipment Supplier)

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

INSTRUCTIONS TO BIDDERS AND GENERAL TERMS & CONDITIONS

1.Scope of work:

1.1 Requirement for each branch: Supply installation & commissioning of Solar Power Generating System providing 230 Volts, $\pm 3\%$ Pure Sine Wave 50Hz AC Power for running of Computers, Printers, Scanners, CFL's and Wall Fans for minimum of 8 hours daily operations with back up facility of 12hours (NO SUN Autonomy). Capacities of the solar power generating system will minimum 5.0 KW each for our different branches.

1.2 After Sales Support: Training to the Branch officials and maintenance of machines for 5 years (including warranty period of two years)

2. Mode of submission of Two Bid System Tender:

UCO Bank intends to purchase and install approx 20 Solar Power Solutions at our various Branches across West Bengal . Sealed Tenders are to be submitted in two parts. The envelope containing Part-I of tender should be super scribed clearly " Part-I (Technical Bid)" and the name of work whereas the separate envelope containing Part-II should be super scribed clearly "Part-II (Price Bid)" and the name of work. Both Part-I and Part-II should be sealed in a third envelop and should be super scribed clearly name of the work at top and will be addressed to 'The Dy.General Manager (GA), UCO Bank, General Administration Deptt,1A, Russel Street, Kolkata-71' and must be submitted **on or before the last date & time mentioned in page no.3.**

2.1 Contents of the Technical Bid(Part-I):

- Tender Cost in the prescribed form
- Bidder's Covering letter.
- Profile of the Company / Firm as per stipulated format of R.F.P.
- Documents in support of all eligibility criteria.
- Technical Compliance Statement and model quoted as per stipulated format of R.F.P.
- Technical Offer as per Specifications as per stipulated format of R.F.P.
- Technical Documentation (Product Brochures, leaflets, manuals, drawings). An index of technical documentation submitted with the offer must be enclosed.
- Manufacturer authorisation certificate (in case of dealer) as per Annexure-III or OEM Declaration form (in case of OEM) as per Annexure-IV.
- All pages of this RFP as downloaded from the website duly signed on all pages.

2.2 Contents of the Price Bid(Part-II): should contain only the Price of the work and item rates as per the bills of quantities and Technical Specification of the tender.

3. REJECTION OF BID:

The bid is liable to be rejected if:

- Tenders not received in two parts in separate envelopes will be summarily rejected.
- It is not in conformity with the instruction mentioned in this tender document.

- If it is not accompanied by requisite tender cost as stated above.
- It is received after expiry of the due date and /or time.
- It is evasive and contains incorrect information.
- If there is canvassing of any kind.
- It is submitted anywhere other than the tender box or to the addressee.
- **If any indication of price/rate/charges is being found in Part-I of the tender.**
- If the tender/R.F.P is conditional .

4. EVALUTION CRITERIA OF THE TENDER: The tender will be evaluated on lowest price offered by the bidder excluding Service Tax on the basis of quoted price for item of work.

5 .Price and Taxes:

i) The price shall be firm and binding without any escalation whatsoever for the period of six months. However, in case of need the Bank reserve the right to extend the validity period with the consent from the bidders. The prices (in Indian Rupees) should indicate All inclusive Price of the equipment [i.e. including the basic price, the cost of transportation, insurance (to cover equipment during the transit, installation at site and handing it over to the Bank), Duties, and installation charges, operator training charges, software upgrade charges both present and future, minimum of two years comprehensive on site warranty covering all parts, consumables and labour etc. and sales tax/ Value Added Tax/Central Sales Tax etc] till the destination of the branch. If the Bidders fails to include them in the tender, no claim thereof will be considered by the Bank afterwards.

ii) The Bank, however, reserves the right to call for fresh quotes / tenders at any time during the above period, if considered necessary.

5. UCO Bank will prepare a short-list of bidders found suitable / qualified under Part-I of Tender Document and the Price Bid i.e Part-II of only these bidders will be opened. Bank will intimate the date and time of opening of commercial offers separately to the qualified bidders. The financial offers of the bidders –whose technical offers found to be technically deficient and / or if the bidders do not meet the eligibility criteria as specified in this tender - will be returned to them without opening.

6. Placement of Order:

6.1. Head Office will only determine the rate of the item.

6.2. The work will be undertaken by the Circle Office, Kolkata.

6.3 Circle Office, Kolkata will offer the rates approved by Head Office to all eligible bidders who will be qualified for opening of price bid at Head Office and will decide on splitting of work in the following manner:

The splitting of order will be in 50:30:20 ratio provided L-2 and L-3 agrees to match approved price and agrees for all terms and conditions.

In case L-2 and L-3 vendor is not willing to match approved price, the Circle Office, Kolkata will call L-4, L-5,.... vendors etc. , in that order to step into the position of L-2 and L-3 vendor. In the event of disagreement of our proposal by any of the higher bidders the entire quantity will be awarded to L-1. However, in case only one higher bidder agrees to our proposal, ration will be 60:40.

6.4. Upon identification of vendors by Circle Office, Kolkata , work order will be issued by them accordingly with details terms & conditions.

7. Terms of Payment : Bank will not pay any advance.

100% Payment will be made by user branch under advice of respective Zonal Offices against vendor's bill after satisfactory commissioning of the solar power system , subject to compliance of terms of contract and statutory deductions as per Rule.

No payment will be made till execution of Agreement, Submission of Performance Security Deposit and Original papers of Insurance policy to Circle Office, Kolkata.

8. WARRANTY : Warranty will be two years from the date of completion of work in all respect or as per companies standard norms which ever is higher.

8.A. Comprehensive Annual Maintenance Contract Charges : Bank will go for Comprehensive on site Annual Maintenance Contract(including all spare parts) after expiry of warranty period. AMC Charge will be maximum 8% of the contract value against each branch. AMC will be paid quarterly prorata basis after completion of each quarter on rendering satisfactory service during relevant period. However, while evaluation ,AMC criteria will not be considered. In case of non attending of any service problem within two days from the date of report ,damarage charge @Rs.1000/- per day will be deducted from AMC charge.

9. Performance Bank Guarantee:

Successful Bidder will have to submit a performance Bank Guarantee of 10% of order value before submission of final bill for five years with a claim period of further three months to Circle Office, Kolkata. The Bank Guarantee to be issued by any Nationalized Bank or any scheduled commercial Bank banking in India other than UCO Bank or its subsidiary, as enclosed format in Annexure-I . The performance Bank Guarantee will be returned to the contractor after expiry of five years which includes on site warranty period of two years and AMC for three years thereafter with claim period of three months upon finding satisfactory service rendered by the contractor. Any defect in the work or operational service, arising out during the period of five years and not attended by the contractor within two days from the date of reporting the defect, will be rectified by the Bank through some other agency and the cost thereof will be recovered from the company and/or by invoking the B.G.

10. Execution of Agreement: The successful bidders will have to execute an Agreement with Circle Office, Kolkata 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 . No payment for the work shall be made till the agreement is executed.

11. INSURANCE: Successful bidder will insure the work with third party liability, at their own cost in joint name of the Bank with 1st name being of 'UCO Bank', within 14 (Fourteen) days from the date of issue of this work order or handing over of site which ever is later and keep the same valid until virtual completion of the work, by an 'ALL RISK' insurance policy for full value of the contract. The insurance policy is to be submitted to Circle Office, Kolkata in original.

12. INTEGRITY : Successful Contractor has to execute Integrity Pact as per Bank's format as per Annexure-V on Non-judicial Stamp Paper of appropriate value with Circle Office, Kolkata .

13. INDEMNITY BOND: Successful bidder has to submit Indemnity Bond as per Bank's format as per Annexure-VI on Non-judicial Stamp Paper of appropriate value with Circle Office, Kolkata.

14. LIQUIDATED DAMAGE: In case of failure to complete the work within the stipulated period of time by fault of the successful vendors, liquidated damage @ 1% of the accepted contract sum for delay of each week or part thereof shall be recovered from successful vendors . The total of liquidated damage shall be subject to a maximum of 10% of the accepted contract value, accrual of which entitles us to rescind the contract.

15. FORCE MAJEURE: If at any time during the currency of the contract the performance in whole or in part by successful bidders or any obligations under the contract shall be prevented or delayed by reasons of any war, hostilities, acts of God, public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, etc. then provided notice of the happening of any such events is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reasons of such event be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance. The whole or any part of the party's obligation under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If force majeure event continues beyond the period of three (3) months the parties shall hold consultation to resolve the problem satisfactorily.

16. DRAWINGS & DOCUMENTS

The successful bidders is required to supply three sets of all drawings of the machines, hand book, operation manual, and service manual in accordance with the Technical Specifications and following documents at site/user branch:

- a) All general arrangement and installation drawings inclusive of installation instructions.
- b) Electrical schematic drawings indicating consumption points.
- c) Two sets of operation and maintenance instructions/ manuals/ catalogues and two sets of descriptive literature wherever applicable shall be supplied along with the machine.
- d) Control / safety circuit diagrams with various set parameters duly marked.

18 ORDER CANCELLATION: The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions treating it as default / non performance of the contract **by giving 15 days written notice :**

- a. Fails to accept the purchase order within the specified time .

- b. Delay in execution of work beyond the specified period.
- c. Partial execution of job.
- d. Serious discrepancies noticed in the items delivered.
- e. Breaches in the terms and conditions of the Order

In addition to cancellation of purchase order, 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.

19. Completeness of Installation

The vendor has to install the Solar Power Unit. The installation will be deemed as incomplete if any component of the items supplied, batteries etc, or any documentation/ media is not delivered or is delivered but not installed and / or not operational or not acceptable to UCO Bank after acceptance testing / examination.

In such an event, the supply & installation will be termed as incomplete and It will not be accepted and warranty period will not commence. The entire site will be accepted after complete installation of equipment and satisfactory working of the entire equipment for a minimum period of one week.

20. Acceptance Tests

At the discretion of UCO Bank, acceptance test will be conducted by the vendor at the site in the presence of the officials of UCO Bank (Official of user Branch and Respected Zonal Offices) and /or its nominated consultants. The tests would check for trouble free operation of the complete system apart from physical verification and testing. There shall not be any additional charges payable by UCO Bank for carrying out this acceptance test .UCO Bank will take over the system on successful completion of the above acceptance test only.

21. Spare parts

Vendor will make the spare parts for the systems available for a minimum period of Five years from the time of acceptance of the system. Thereafter, vendor will give at least Six months notice prior to discontinuation of support services, so that UCO Bank may order its requirements of the spares, if it so desires. If any of the peripherals, etc. are not available or difficult to procure or the procurement is likely to be delayed for replacement if required, the replacement shall be carried out with state of the art technology equipment of equivalent capacity or higher capacity at no additional charges to UCO Bank.

22. Date of Commencement:

The work shall be deemed to be commenced from **Fifteenth 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 respective Zonal Offices. However, the bidder should take possession of work site within fifteen days from the receipt of the work order.

23. Time of Completion

8 (Eight Weeks) per branch from the stipulated date of commencement of the work.

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

APPLICATION FORMAT

1. Name of Applicant :

2. Registered Address of the Applicant
with Telephone No., FAX & E-mail ID:

3. Address of the Service Centre in Kolkata
with Telephone No., FAX & E-mail ID:
(List of other Service Centre located in the state of West Bengal
with communication Needed to be furnished)
4. Status of the Applicant (whether
(Manufacturer/ Authorised Dealer):
[Please furnish Manufacturer authorisation certificate
in case of dealer) as per Annexure-III or
OEM Declaration form (in case of Manufacturer)
as per Annexure-IV.]
5. Whether registered for Service Tax.
If so, please mention the service tax
registration number and furnish a copy
of such registration certificate:

6. Details of Permanent Account Number:
(Enclose photocopy of PAN Card)

7. Whether registered for VAT.

If so, please mention the VAT

registration number and furnish a copy

of such registration certificate:

8. Detailed Particulars of the work done of least two similar type of works in past three years working upto the value of Rs.50 Lakh in a single work order.) :

Name of organization	Value of work

(Enclose copies of relevant work orders with completion certificate)

9. Whether MNRE approved Module manufacturers or their authorized system Integrator :
Yes/No

(Enclose copies of relevant paper/ certificate)

10. Detailed Particulars for having a minimum annual turnover of 2 Crores for the last three financial years ending 31.03.2015. Yes/No

(Enclose copies of Audited Profit & Loss A/c and Balance Sheet for 31.03.2013, 31.03.2014 and 31.03.2015.)

The particulars furnished in the application are true to the best of my/our knowledge & belief. I/we understand that if any of the particulars is found incorrect, even at a later stage, my/our contract is liable to be cancelled by the Bank.

Date:

Signature of Applicant

* Submitted copies must be Self Attested



FORM OF TENDER

To
The Dy. General Manager (H.O.-GAD)
UCO Bank Head Office, General Administration Department
1A, Russel Street,
Kolkata – 700071

Sir,

1. We have carefully examined all the contents incorporated in the various parts of this Tender Document for supply, installation & commissioning of Solar Power Solution (5kWp/branch) at approx 20 nos branches in West Bengal under jurisdiction of UCO Bank, Circle Office, Kolkata and taken note of all the terms & conditions stated in the Tender Document in its various parts.

2. We understand that the time schedule to complete the job is 8 (Eight Weeks) per branch from the stipulated date of commencement of the work and the same accepted by us is the essence of the contract.

3. We enclose a Pay Order / Demand Draft for Rs 1,000/- (Rupees One Thousand only) drawn in favour of UCO Bank and Payable at Kolkata as Tender Cost (P.O/DD No..... Date..... Issuing Bank..... Branch.....) .

4. We also agree that our tender along with the prices will remain valid for six months from the date of work order. However, in case of need the Bank reserve the right to extend the validity period with the consent from us. We hereby agree to abide by and fulfil all other Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or Authorised Nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the purchase order..

5. We also agree to keep the Performance Bank Guarantee as per terms of the tender. However, as per terms & conditions of tender document you shall have the right to forfeit the Performance Bank Guarantee without reference to us.

6. Our PAN for Income Tax is _____. We are registered with Sales Tax Authorities and Service Tax Authorities and our registration numbers are as follows:

Sales Tax Registration Number /VAT Registration Number: _____

Service Tax Registration Number: _____

For and on behalf of

(With seal)

Signature _____

Name _____

Designation _____

DULY AUTHORIZED SIGNATORY

_____ day of _____ 2015

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UCO BANK

Honours your trust



UCO BANK

Head Office, General Administration Department

1A, Russel Street, Kolkata-700071

Email: hogad.calcutta@ucobank.co.in

Phone: 033-22266460; Fax 033-22266459

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

Offer of rate per unit towards Supply, installation & commissioning of Solar Power Solution (5 kWp/branch) at approx 20 nos branches in West Bengal

PART-II (Price Bid)

Technical Specifications of Solar Power Solutions

I. Solar PV Module:

1. Solar PV module array to be of high efficiency Solar Modules utilizing crystalline Silicon (Poly/Mono crystalline) Solar PV cells. **SPV module shall be highly reliable, light weight and service life not less than 25 years.** SPV module shall have limited power loss of not more than 10% of nominal output at the end of 10 years and of not more than 20% of nominal output at the end of 25 years. The rated output of any supplied module shall not vary more than 3 – 5% from the average power rating of all ratings. The yearly degradation should not be more than 1%. Individual Solar module rating should not be less than 250Wp @ STC. Each (60 or 72 cells)

Solar PV module offered should meet following Min. requirement.

- a) Efficiency of cell, Eff, $c \geq 16\%$,
- b) Efficiency of module, Eff, $m \geq 15.4\%$,
- c) Fill factor should be more than 72%,
- d) Temperature coefficient (Pmax) should not be less than $-0.45\%/^{\circ}\text{C}$
- e) I – V curve of each SPV module with Sl. Nos. should be submitted along with Modules.
- f) Solar PV Modules shall conform to **IEC 61215 Ed 2 with RFID on the module, UL 1703 and IEC 61730 standards.**

Following details to be provided:

- i. Maximum Power, Pmax
- ii. Open Circuit Voltage, Voc
- iii. Short Circuit Current, Isc
- iv. Voltage at Max Power Vmp
- v. Current at Max power Imp
- vi. Efficiency of cell,
- vii. Efficiency of module,

Company has to provide one RFID reader. There should be local arrangement to take the data from RFID reader. Authorized representative of UCO Bank will check each and every module with RFID reader.

Solar PV Module should conform to following **Mechanical requirements:**

- (i) Toughened, low iron content, high transmissivity front glass.
- (ii) Anodized Aluminum Frame.
- (iii) Ethyl Vinyl Acetate (EVA) encapsulant.
- (iv) Silicon edge sealant around laminate.
- (v) Tedlar / Polyester trilaminate back surface.
- (vi) ABS plastic terminal box for the module output termination with gasket to prevent water moisture.
- (vii) Resistant to water, abrasion, hail impact, humidity & other environment factor for the worst situation at site.
- (viii) By pass diode.

Type of Solar PV Modules offered should have proven Performance Track record in Indian climatic conditions.

II. Module mounting structure / Array

(a) Structure shall be designed for simple mechanical and electrical installation. It shall support SPV modules at a given orientation, absorb and transfer the mechanical loads to the ground properly.

(b) The mounting structure should be hot dip galvanized.

(c) The array structure shall be so designed that it will occupy minimum space without sacrificing the output from SPV panels & shall with stand heavy winds. Support structure design and foundation or fixation mounting arrangements should with stand minimum horizontal wind speed of 150 km/ hr.

III. Array Junction Box:

- The junction boxes shall be dust vermin and water proof and made of FRP / Thermo Plastic with IP 65 protection (for outdoor) and IP 21 (for indoor) application.
- Input of the AJB shall be MC4 connector compatible.
- The junction boxes shall have suitable cable entry points fitted with cable glands of appropriate sizes for both incoming and outgoing cables.
- Suitable markings shall be provided on the bus bar for easy identification and cable ferrules shall be fitted at the cable termination points for identification.
- AJB shall have class II SPD and a DC disconnect or MCB.
- AJB shall have provision for earthing.

IV. DC Distribution Box

- The junction boxes shall be dust vermin and water proof and made of FRP / Thermo Plastic with IP 65 protection (for outdoor) and IP 21 (for indoor) application.
- Battery connection shall have proper fuse rating along with disconnect
- Blocking diode should be there to prevent back feed
- DCDB shall have provision for earthing

V. AC Distribution Box

- The junction boxes shall be dust vermin and water proof and made of FRP / Thermo Plastic with IP 65 protection (for outdoor) and IP 21 (for indoor) application.
- ACDB shall have a single phase energy meter with suitably rated MCB and surge protection device.
- ACDB shall have provision for earthing

VI. Battery Bank:

The battery Bank of the solar system should be GEL Tubular VLRA maintenance free type conforming IEC 61427, IEC 60896-21/22 standard. **The Performance Warranty of the Battery Bank should not be less than 05 Years.**

Main features of the battery.

- The batteries shall be consists of 2500 Ah @ 2V individual cells at C10 rate
- Polypropylene/Hard Rubber Container
- Terminals:** Of lead alloy, suitable for bolted connection.
- Vent Plugs:** Micro porous, ceramic for minimizing electrolyte loss.
- Positive Plate:** Robust torr tubular spine with Pb-Ca-Sn alloy.
- Negative Plate:** Pb-Ca alloy grid.
- Separator:** Micro-porous and resin based with high porosity
- Maintenance:** Sealed Maintenance Free, No water topping
- Electrolyte:** Sulphuric acid in immobilized gelled form
- Valve:** Flame arresting vent plug housing long life rubber safety valve
- Bolt:** On terminal with brass insert
- Connector:** Lead coated solid copper connector with insulating top cover
Explosion proof, pressure regulating and safe at high temperature also.
- Recharge ability:** very low charging rates as low as 0.05% of the normal charging current.
- High charging efficiencies:** Ah efficiency; In excess of 90%.
- Low rate of self discharge:** less than 3% per month at 27°C.
- Service life** of minimum 5 years under normal operating conditions.

The Battery of reputed make (such as Exide/HBL/equivalent ERTL certified) to be used shall be in the field along with a Solar PV system.

VI. Battery Rack: A suitable battery rack with acid resistance coating, Interconnections & end connector shall be provided to suitably house the batteries in the bank. Battery interconnecting links shall be provided for interconnecting in series and/or in parallel as needed. Connectors for inter cell connection (series/parallel) shall be maintenance free SS screws. Insulated terminal covers shall be provided.

VII. PCU (Power Conditioning Unit)

The power conditioning unit shall include charge controller, inverter and grid charger in one enclosure.

1.	Nominal DC Array Input Voltage Range	100-600 V DC
2.	MPP Voltage range	180-480 V DC
3.	DC input power capacity at least	5500W
4.	Number of inputs	2, independent
5.	MPP Tracker and Number	Dual MPPT, Completely independent
6.	DC disconnect switch	4 pole 600 V 15 Amp
7.	Battery Type compatibility	Lead Acid Flooded/GEL or Lithium Ion
8.	Battery bank nominal voltage	24/48/96 Vdc (Any one)
9.	Charging Current	150 A dc, Programmable
10.	Charging Curve	3 stage adaptive
11.	Battery temperature compensation	Included
12.	Battery short circuit protection	Electronic with max. charging current, switch off < 1 sec
13.	Batteries voltage measurement	Integrated
14.	Current shunt	Integrated
15.	MPPT Efficiency	>99%
16.	Inverter Type	Bidirectional, Grid interactive
17.	Continuous Output Rating	5000 W
18.	Output Wave Form	Sine Wave Output
19.	Total Harmonic Distortion	< 3%
20.	Output Voltage	230 V \pm 2%
21.	Output Frequency	50 Hz. \pm 0.5 Hz.
22.	Power Factor	0.9
23.	Inverter peak efficiency	At least 93% at full load
24.	Regulation	Line regulation & Load regulation – 2 %
25.	AC Battery Charger Capacity	Minimum 100 % of Solar Charge Controller Capacity
26.	AC Battery Charger Input Voltage	230 V AC \pm 15%, 50 Hz. Single Phase AC Input
27.	Overload Features	50% for 30 sec, 20% 60 sec
28.	Control Type	Microprocessor based Control.
29.	Operation mode	Grid interactive
30.	Topology	Galvanically isolated transformer
31.	Cooling	Controlled Air cooling
32.	Operating temperature	-10 to +50 deg C
33.	Relative Humidity	95% Maximum
34.	Indications	Inverter ON ; Grid ON ;Array ON ; Inverter under/over voltage; Inverter Overload ; Inverter Over Temperature ;Battery Low

35.	Electrical Protections	Input over voltage ; Low / high frequency; Short circuit; Input under voltage; Load surge current; Over Current; Under / over output voltage; Over Temperature ;Battery Low trip; Battery reverse polarity ; Blocking diode to prevent discharge of battery through solar array.
36.	Mechanical Protection Category	IP20
37.	Stand By consumption	<5 W
38.	User interface	Display with buttons
39.	Connectivity	Ethernet RJ45, TCP/IP
40.	Selectable Relays	2, NO/NC 250 Vac 1 amp, 24 Vdc 5 amp
41.	Certification	EMC Directives: EN61000-6-1, EN61000-6-3, EN61000-3-2 Low voltage directive EN50178 Safety IEC 62109-1, IEC 62109-2 CE marked
42.	Assembly & Mounting	As per normal industry practice.
43.	Cable Entry	From rear, 200mm above ground level

VIII. Cables and accessories

All the cables shall be supplied conforming to IS 694 & shall be of 650 V /1 .1 kV grade as per requirement .Only PVC Copper cables shall be used. The size of the cables between array interconnections, array to junction boxes, junction boxes to PCU etc shall be so selected to keep the voltage drop and losses to the minimum. Suitable size of DC solar cable should be used for module to AJB and AJB to inverter. All installation accessories, which are required to install and successfully commission the power plant, are to be provided.

IX. Earthing and protection

The array structure of the System and all electrical equipments shall be grounded properly using adequate number of grounding kits conforming IS:3043. Individual earth pit should be given for DC, AC and LA. Chemical bond earthing with electrode shall be used.

X. Lightning Arrestor

It shall be used depending upon the area. Total PV array area shall be covered by LA.

XI. Display:

Generation of Solar Power in KW for a day, cumulative generation of Solar Power, unit consumed by the connected load, battery SOC and voltage, battery on charging/Float, Power drawn from SOLAR/Battery/Grid etc.

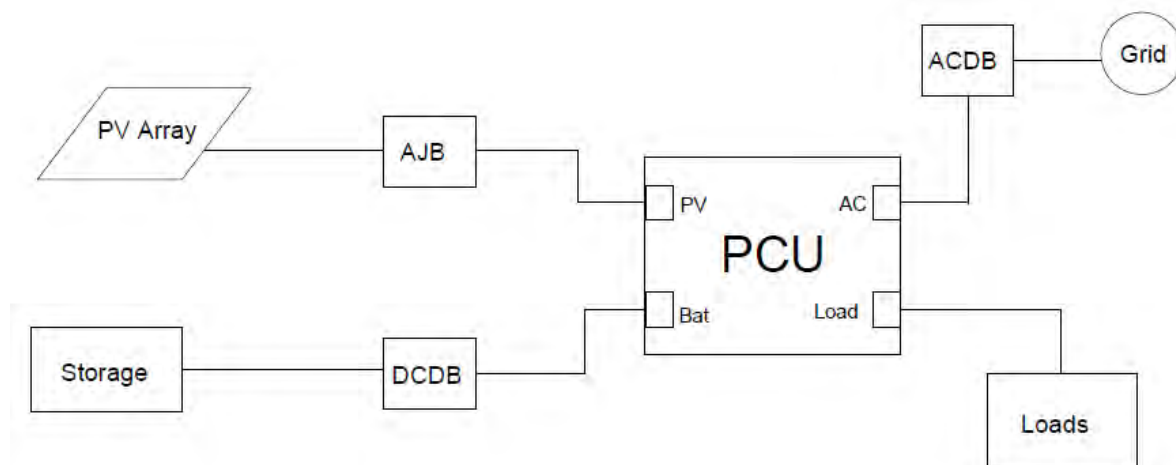
XII. System Functioning

The main purpose for setting up this solar PV power plant is to reduce the burden on conventional sources. It, is therefore, prudent to provide grid interactive solar power system to generate electricity from sun to meet the electrical load requirement for the rural branches. The grid interactive system runs in parallel to the grid, supplements the electric energy generated from solar during sunny days thus save the conventional energy and the excess power will be fed into battery bank for storage. Conventional power will be available (Grid) for import only i.e. if energy demand is more than the supplied from PV and battery then only grid power will be taken. If there is excess power from PV (delivering the local load and charging the battery bank fully) then also the export to grid shall be disabled. So, no power injection to grid is allowable in any instance.

The power conditioning unit or PCU should have compatibility with Solar PV, AC grid and Battery bank. It should have intelligent decision making algorithm for

- First preference to utilize the maximum PV power to cater the local load and then charge the battery bank.
- If PV power is not sufficient to deliver the load then it will take power from storage first and then to grid. This will be automatic process without any manual intervention.
- If PV is not available and battery bank is highly discharged then battery bank will be charged to a certain SOC level from the conventional grid power. This SOC level shall be programmable.
- Grid export shall be disabled all the time.
- The all generation and necessary parameter shall be monitored remotely

Basic Block Diagram of the System:



Price Bid for Offer of rate per unit towards Supply, installation & commissioning of Solar Power Solution (5 kWp/branch)at approx 20 nos branches in West Bengal

Price Schedule (BOQ)

Sl. No	Description	Unit Price ; Inclusive of all taxes levies, entry Tax and other charges, if any, (Rs)
1	5.0 kWp Solar power System complete with solar module, mounting structure, battery bank with appropriate rack/stand, PCU and accessories as per technical specifications furnished in technical offer and scope of work i.e (Requirement for each branch: Supply installation & commissioning of Solar Power Generating System providing 230 Volts, +/- 3% Pure Sine Wave 50Hz AC Power for running of Computers, Printers, Scanners, CFL's and Wall Fans for minimum of 8 hours daily operations with back up facility of 12 hours (NO SUN Autonomy). Capacities of the solar power generating system will minimum 5.0 KW each for our different branches. The Battery bank should be designed to provide load energy requirement for minimum of 12hours in the event of No Sunshine / cloudy conditions (No Sun Autonomy). After Sales Support: Training to the Branch officials	
2	Freight & Delivery Charges	
3	Installation Charges	
4	Transit insurance charges	
5	Total cost	

Rupees in word:

Service Tax:

(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.

AMC rate for three years after expiring of warranty period as per Stipulated Terms & Conditions inclusive of all Taxes.

Sl.No	Particulars	% of total project value
1	1 st year AMC rate	
2	2 nd year AMC rate	
3	3 rd year AMC rate	

(Signature of bidder with seal) _____

Name _____

Designation _____

Note:

1) 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.

2) Please note that in terms of Bank's stipulation as given vide Clause No.8A on page no.8, AMC charge will be maximum 8% of the contract value against each branch

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UCO BANK

Honours your trust



UCO BANK

Head Office, General Administration Department

1A, Russel Street, Kolkata-700071

Email: hogad.calcutta@ucobank.co.in

Phone: 033-22266460; Fax 033-22266459

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

Offer of rate per unit towards Supply, installation & commissioning of Solar Power Solution (5 kWp/branch) at approx 20 nos branches in West Bengal

ANNEXURES (I to VI)

ANNEXURE-I

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 exempt 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-II

Draft Agreement

Article of agreement made this _____ day of _____ 201

between the UCO Bank a body Corporate constituted Under the Banking Companies (Acquisition and transfer of Undertaking) Act 1970 and amended by the Banking Laws (Amendments) Act, 1985 and having its Head Office at 10, B.T.M. Sarani, Kolkata-700001 (herein after called "The Bank") which expression shall unless excluded by or repugnant to the context to be deemed to include its successor or/and assignees of 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 at

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 AND CONDITIONS:

1. Scope of work:

1.1 Requirement for each branch: Supply installation & commissioning of Solar Power Generating System providing 230 Volts, $\pm 3\%$ Pure Sine Wave 50Hz AC Power for running of Computers, Printers, Scanners, CFL's and Wall Fans for minimum of 8 hours daily operations with back up facility of 12 hours (NO SUN Autonomy). Capacities of the solar power generating system will minimum 5.0 KW each for our different branches.

1.2 After Sales Support: Training to the Branch officials and maintenance of machines for 5 years (including warranty period of two years)

2. Price and Taxes:

i) The price shall be firm and binding without any escalation whatsoever for the period of six months from the date of work order. However, in case of need the Bank reserve the right to extend the validity period with the consent from the bidders. The prices (in Indian Rupees) should indicate All inclusive Price of the equipment [i.e. including the basic price, the cost of transportation, insurance (to cover equipment during the transit, installation at site and handing it over to the Bank), Duties, and installation charges, operator training charges, software upgrade charges both present and future, minimum of two years comprehensive on site warranty covering all parts, consumables and labour etc. and sales tax/ Value Added Tax/Central Sales Tax (as the case may be), complete] till the destination of the branch. If the Bidders fails to include them in the tender, no claim thereof will be considered by the Bank afterwards.

3. Terms of Payment : Bank will not pay any advance.

100% Payment will be made by user branch under advice of respective Zonal Offices against vendor's bill after satisfactory commissioning of the solar power system, subject to compliance of terms of contract and statutory deductions as per Rule.

No payment will be made till execution of Agreement, Submission of Performance Security Deposit and Original papers of Insurance policy to Circle Office, Kolkata.

4. WARRANTY : Warranty will be two years from the date of completion of work in all respect or as per companies standard norms which ever is later .

4.A. Comprehensive Annual Maintenance Contract Charges : Bank will go for Comprehensive on site Annual Maintenance Contract(including all spare parts) after expiry of warranty period. AMC Charge will be maximum 8% of the contract value against each branch. AMC if agreed will be paid quarterly prorata basis after completion of each quarter on rendering satisfactory service during relevant period. In case of non attending of any service problem within two days from the date of report ,damarage charge @Rs.1000/- per day will be deducted from AMC charge.

5. Performance Bank Guarantee:

.....agrees to submit a performance Bank Guarantee of 10% of order value before submission of final bill for five years with a claim period of further three months to Circle Office, Kolkata. The Bank Guarantee to be issued by any Nationalized Bank or any scheduled commercial Bank banking in India other than UCO Bank or its subsidiary, as enclosed format in Annexure-I . The performance Bank Guarantee will be returned to the contractor after expiry of five years which includes on site warranty period of two years and AMC for three years thereafter with claim period of three months upon finding satisfactory service rendered by the contractor . Any defect in the work, arising out during the period of five years and not attended by the contractor within two days from the date of reporting the defect, will be rectified by the Bank through some other agency and the cost thereof will be recovered from the Company and/or by invoking the B.G.

6. INSURANCE:agrees to insure the work with third party liability, at their own cost in joint name of the Bank with 1st name being of 'UCO Bank', within 14 (Fourteen) days from the date of issue of this work order or handing over of site which ever is later and keep the same valid until virtual completion of the work, by an 'ALL RISK' insurance policy for full value of the contract. The insurance policy is to be submitted to Circle Office, Kolkata in original.

7. INTEGRITY Pact :agrees to execute Integrity Pact as per Bank's format as per Annexure-V on Non-judicial Stamp Paper of appropriate value with Circle Office, Kolkata .

8. INDEMNITY:agrees to submit Indemnity Bond as per Bank's format as per Annexure-VI on Non-judicial Stamp Paper of appropriate value with Circle Office, Kolkata.

9. LIQUIDATED DAMAGE: In case of failure to complete the work within the stipulated period of time by fault of the successful vendors i.e M/s....., liquidated damage @ 1% of the accepted contract sum for delay of each week or part thereof shall be recovered from successful vendors. The total of liquidated damage shall be subject to a maximum of 10% of the accepted contract value, accrual of which entitles us to rescind the contract.

10. FORCE MAJEURE: If at any time during the currency of the contract the performance in whole or in part by successful bidders or any obligations under the contract shall be prevented or delayed by reasons of any war, hostilities, acts of God, public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, etc. then provided notice of the happening of any such events is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reasons of such event be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance. The whole or any part of the party's obligation under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If force majeure event continues beyond the period of three (3) months the parties shall hold consultation to resolve the problem satisfactorily.

11. DRAWINGS & DOCUMENTS

The successful bidders is required to supply three sets of all drawings of the machines, hand book, operation manual, and service manual in accordance with the Technical Specifications and following documents at site/user branch:

- a) All general arrangement and installation drawings inclusive of installation instructions.
- b) Electrical schematic drawings indicating consumption points.
- c) Two sets of operation and maintenance instructions/ manuals/ catalogues and two sets of descriptive literature wherever applicable shall be supplied along with the machine.
- d) Control / safety circuit diagrams with various set parameters duly marked.

12 ORDER CANCELLATION: The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order at any time by assigning appropriate reasons in the event of one or more of the following conditions treating it as default / non performance of the contract **by giving 15 days written notice :**

- a. Fails to accept the purchase order within the specified time .
- b. Delay in execution of work beyond the specified period.
- c. Partial execution of job.
- d. Serious discrepancies noted in the items delivered.
- e. Breaches in the terms and conditions of the Order

In addition to cancellation of purchase order, 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.

13. Completeness of Installation

The vendor has to install the Solar Power Unit. The installation will be deemed as incomplete if any component of the items supplied, batteries etc., or any documentation/ media is not delivered or is delivered but not installed and / or not operational or not acceptable to UCO Bank after acceptance testing / examination.

In such an event, the supply & installation will be termed as incomplete and It will not be accepted and warranty period will not commence. The entire site will be accepted after complete installation of equipment and satisfactory working of the entire equipment for a minimum period of one week.



14. Acceptance Tests

At the discretion of UCO Bank, acceptance test will be conducted by the vendor at the site in the presence of the officials of UCO Bank (Official of user Branch and Respected Zonal Offices) and /or its nominated consultants. The tests would check for trouble free operation of the complete system apart from physical verification and testing. There shall not be any additional charges payable by UCO Bank for carrying out this acceptance test. UCO Bank will take over the system on successful completion of the above acceptance test.

15. Spare parts

Vendor will make the spare parts for the systems available for a minimum period of Five years from the time of acceptance of the system. Thereafter, vendor will give at least Six months notice prior to discontinuation of support services, so that UCO Bank may order its requirements of the spares, if it so desires. If any of the peripherals, etc. are not available or difficult to procure or the procurement is likely to be delayed for replacement if required, the replacement shall be carried out with state of the art technology equipment of equivalent capacity or higher capacity at no additional charges to UCO Bank.

16. Date of Commencement:

The work shall be deemed to be commenced from **Fifteenth day** from the date of receipt of work order or handing over of site which ever later. The work should be started in consultation with respective Zonal Offices. However, the bidder should take possession of work site within fifteen days from the receipt of the work order.

17. Time of Completion

8 (Eight Weeks) per branch from the stipulated date of commencement of the work.

18. Others Terms-

A. Nothing contained in this Agreement shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

B. The Vender shall notify to Bank of any material change in their status, in particular, where such change would impact on performance of obligations under this Agreement.

C. The Vender shall be jointly and severally liable to and responsible for all obligations for performance of works including that of its Associates under the Agreement.

D. The Vender shall at all times indemnify and keep indemnified Bank any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agency) employees or agents or by any other 3rd Party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.

► . Disputes and governing laws :

- A.** In case of any dispute or difference arising out of or in connection with Tender Document or purchase contract or in carrying out of the installation of the machine (whether during the progress of the installation or after completion and whether before or after the determination, abandonment or breach of contract) except as to any of the excepted matters provided hereunder the parties hereto, shall first Endeavourer to settle such disputes or differences amicably. If both the parties fail to reach such amicable settlement, all the disputes or differences shall be finally settled by arbitrators as provided herein.

- B. In case of failure of such amicable settlement by the parties, either party may within 28 days of such a failure give a written notice to the other party requiring that all matters of dispute or difference be arbitrated upon. Such written notice shall specify the matters, which are in dispute, or differences, which require to be referred to arbitrator. A single arbitrator should be appointed by both the parties jointly or in case of disagreement as regards appointment of a single arbitrator, both the parties shall appoint one arbitrator each and the two arbitrators so appointed shall appoint an umpire.
- C. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed there under from time to time shall apply to such arbitrations.
- D. In the event of the Arbitrator or any one of the arbitrators, as the case may be, dying, neglecting, refusing to act or resigning or being unable to act for any reason or the award being set-aside by the Court for any reason it shall be lawful for the parties to appoint another Arbitrator in the manner provided herein above.
- E. The venue of arbitration shall be Kolkata, INDIA.
- F. The Arbitrator or Arbitrators so appointed under this Schedule shall hold the arbitration proceedings.
- G. Pending reference to arbitration and award thereon, the parties shall make all endeavors to complete the installation of machines in all respects as herein contracted and all disputes, if any, will finally be settled in the arbitration.
- H. The Arbitrator, Arbitrators, as the case may be, shall give reasoned award in respect of each item of disputes, which shall be final and binding on both the parties. It is agreed that the supplier shall not delay the carrying out of the installation of machines by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the installation of machines with all due diligence and shall, until the decision of the Arbitrators is given, abide by the terms and conditions of the contract herein, as also instructions with regard to the actual carrying out of the installation of the machines herein contracted and no award shall relieve the supplier of his obligations to adhere strictly to the terms and conditions of the purchase contract herein as also instructions with regard to the actual carrying out of the installation of machines.
- I. In case during the arbitration proceedings, the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, or Umpire, as the case may be, shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof with the Arbitrator or Arbitrators, as the case may be.
- J. M/s..... shall be responsible for arranging and obtaining at his own cost, the necessary work permits, tax forms / clearance of Central / State Government, passports, visas, police permits in connection with the execution of the order. Expenses for customs duty related to machines, other effects of any personnel employed or engaged by him / it for work, either from India or from any other country shall be the responsibility of the vendor.
- K. Liquidation and Bankruptcy etc. If the vendor becomes bankrupt or insolvent or causes or suffers any receiver to be appointed for his business or any assets thereof or compounds with his Creditors, or being a corporation, winding up proceedings are commenced against it and / or any proceedings regarding its amalgamation with another Corporation or its reconstruction are initiated and /or it carries on its business under a Receiver for the benefit of its Creditors, the Bank shall be at liberty:-
a) to terminate the purchase contract and / or Annual Maintenance Contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the vendor or to the Receiver or Liquidator or to any person in whom the purchase contract may become vested or;



b) to give such Receiver, Liquidator or other person the option of carrying out the purchase contract subject to his providing guarantee for amount to be specified by the Bank.

- L. Jurisdiction - All disputes under this Bid/Agreement are subject to the exclusive jurisdiction of Court at Kolkata only.
- K. All other Terms & Conditions will remain same as stipulated in our R.F.P and subsequent Corrigendum dated Please note that work order no.....dated..... along with your offer, the minutes of prebid meeting held on, the article of agreement etc would form part of the contract document.

In witness where of the Employer 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.....

Name with address:

Name with address:

2) Signature.....

2) Signature.....

Name with address

Name with address:



Annexure-III
Manufacturer's Authorisation Form

No.....

Date:.....

To
The Dy General Manager (GA)
General Administration Department, Head Office.
UCO Bank
1A, Russel Street, Kolkata-71

Sub:

Ref No:

Dear Sir,

We.....who are established and reputable manufacturer of.....
having factories at.....do hereby certify that all the components/parts/assembly/software
used in the.....are original with new components/parts/assembly/software & that no
refurbished/duplicate/second hand components/parts/assembly/software are used or would be used.

We do hereby authorise M/s having their office at
..... to offer their quotation, negotiate and conclude the contract with
you against the above invitation for RFP offer.

We hereby extend our full guarantee & warranty as per terms & conditions of the RFP and the contract
for the equipment and services offered against this invitation for RFP offer by the above firm and
confirm that back to back spare & skill arrangement has been made with M/s
for providing support services to UCO Bank under this contract.

Yours faithfully,

Authorised Signatories
(Name & Designation)

Date

Note: This letter of authority should be on the letterhead of the manufacturer & should be signed by a
competent person of the manufacturer.



Annexure-IV
(OEM Declaration Form)

No.....

Date:.....

To
The Dy General Manager (GA)
General Administration Department, Head Office.
UCO Bank
1A, Russel Street, Kolkata-71

Sub:

Ref No:

Dear Sir,

We.....who are established and reputable manufacturer of.....
having factories at.....do hereby certify that all the components/parts/assembly/software
used in the.....are original with new components/parts/assembly/software & that no
refurbished/duplicate/second hand components/parts/assembly/software are used or would be used.

We hereby extend our full guarantee & warranty as per terms & conditions of the RFP and services,
offered against this invitation by us. We also confirm that back to back spare & skill arrangement has
been made with for providing support services to UCO Bank under this contract.

Yours faithfully,

Authorised Signatories
(Name & Designation)

Date
For and on behalf of M/s.....
(Name of manufacturer)

Note: This letter of authority should be on the letterhead of the manufacturer/OEM & should be signed
by a competent person of the manufacturer.

ANNEXURE-V

FORMAT OF INTEGRITY

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 and its General Administration Department at 1A, Russel Street Kolkata - 700071, hereinafter referred to as "**The Principal**" (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 Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal 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 Principal 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 Principal.

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

a. No employee of the Principal, 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 Principal will during the tender process treat all Bidder(s) with equity and reason. The principal 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 Principal will exclude from the process all known prejudiced persons.

2. If the Principal obtains information on the conduct of any of its employees which is criminal offence under the IPC/PC Act, or it/if there be a substantive suspicion in this regard, the Principal 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 Principal'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 Principal 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 principals, 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 Principal 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 Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal 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 Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

If the Principal 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 Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 : Independent External Monitor/Monitors

1. The principal 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 Chairman & Managing Director, 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 Principal 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 Principal 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 Principal 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 Principal 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 Chairman & Managing Director, UCO Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal 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 Chairman & Managing Director, UCO Bank a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, 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, if expires for the contractor 10 months after the last payment under the contract, and for all other Bidders & Months ---- the contract has been awarded.

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 Principal i.e.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 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.

(For & on behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place_____

Place_____

Date_____

Date_____

Witness : (Name & Address)

Witness : (Name & Address)

Annexure-VI

Draft INDEMNITY Bond

KNOW all men by these presents that I/We, Shri/Smt....., son/daughter/wife of Shri....., residing at, as Proprietor/Partner/Director of, having office at, a contractor/Vendor and have submitted an offer in response to Tender Notice No. dated being being the indemnifier do hereby execute indemnity bond in favour of UCO Bank having their Head Office at 10, B.T.M Sarani, Kolkata-700 001 and having General Administration Department, at 1A, Russel Street, Kolkata- 700071 on this--- day of -----, 2015.,

WHEREAS the Bank invited tenders for-AND WHEREASsubmitted tenders amongst others for the said work.

AND WHEREAS the Bank after observing all formalities in the matter, accepted the tender submitted byand informed them by its letter datedAND WHEREAS pursuant to acceptance of the tender given by the said Contractor, the Bank and the said Contractor have entered into an Agreement on.....for.....

AND WHEREAS it is one of the terms of the said Tender-Contract that the Contractor shall give an indemnity in the manner hereinafter appearing.

NOW THIS BOND OF INDEMNITY WITNESSTH AS FOLLOWS:

In consideration of the Bank having agreed to award the aforesaid contract to us more particularly described and stated in the aforesaid Agreement dated ----- and the related tender documents, we do hereby agree ad undertake that we, being the indemnifier shall, at the time hereinafter save and keep the bank harmless and indemnified including its respective Directors, officers and employees and keep them indemnified from and against

1. Any third party claims, civil or criminal complaints/ liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, and/or for violating any law, rules and regulations in force, for the time being while executing civil work by me/us.
2. Any damages, loss or expenses due to/resulting from any negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents.



3. Any claim by an employee of mine/ours or of sub-contractors if any, under the Workmen Compensation Act and Employer Liability Act or any other law, rules and regulations in force for the time being and any acts replacing and/or amendments thereof as may be in force at the time and under any law in respect of injuries to persons or property arising out of and in the course of execution of the contract work and/or arising out of and in course of employment of any workmen/employee.
4. Any act or omission of mine/ours or sub-contractors if any, ours/theirs servants or agents which may involve any loss, damage, liability, civil or criminal action.
5. We further agree and undertake that we shall during the contract period, ensure that all permissions, authorisations, 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.
6. If any, additional approval, consent or permission is required by us to execute and perform the contract during the currency of the contract, we shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
7. Our obligations herein are irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid agreement or the insolvency, bankruptcy, re-organisation, dissolution, liquidation or change in ownership of the bank or indemnifier.
8. Our obligation under this bond shall not be affected by any act, omission, matter or thing which would reduce, release us from any of the indemnified obligation under this indemnity or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to the bank).
9. This indemnity shall be governed by and construed in accordance with the laws of India. We irrevocably agree that any legal action suit or proceedings arising out of or relating to its indemnity may be brought in the Courts, Tribunals at ----- . Final judgment against us in any such action, suit or proceedings shall be conclusive and may be enforced in any other jurisdiction by way of suit on the judgment/decreed, a certified copy of which shall be conclusive evidence of the judgment/decreed, or in any other manner provided by law. By the execution of this indemnity, we irrevocably submit to the exclusive



jurisdiction of such Court/Tribunal in any such action suit or proceeding.

IN WITNESS WHEREOF

----- (Name of Contractor) has set his/their hands

on this ----- day of -----, 2015

SIGNED AND DELIVERED BY THE AFORESAID----- (Name of Authorised person)

IN THE PRESENCE OF WITNESS

1)

2)