

यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honours your trust

ZOCHE/GAD/10/2025-26

Dated : 22.05.2025



UCO BANK

Zonal Office, Chennai

Address -328, Second Floor, Thambu Chetty Street,
Opp. Madras High Court, Chennai – 600 001

Email: zo.chennai@ucobank.co.in

Phone: 044 4340 556 / 578

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

**RFP for Supply, installation & commissioning of Roof Top Solar PV
Power Panel at Bank's own Buildings at Chennai & Pondicherry**

PART-I (Technical Bid)

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

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

INDEX

Sl.No.	Particulars	Page No.
1	NOTICE INVITING TENDER	3
2	ELIGIBILITY CRITERIA	7
3	EVALUATION CRITERIA	8
4	REJECTION OF BID:	9
5	SCOPE OF WORK	10
6	GENERAL TERMS & CONDITIONS	11
7	ANNEXURE-I(FORMAT OF BANK GUARANTEE)	22
8	ANNEXURE-II(DRAFT AGREEMENT)	24
9	ANNEXURE -III(APPLICATION FORMAT)	32
10	ANNEXURE-IV (OEM DECLARATION FORM)	36
11	ANNEXURE-V(FORMAT OF INTEGRITY)	37
12	ANNEXURE-VI(DRAFT INDEMNITY)	42
13	ANNEXURE-VII -TERMS & CONDITIONS OF AMC	44
14	ANNEXURE-VIII-TECHNICAL SPECIFICATION	46
15	ANNEXURE-IX (TECHNICAL COMPLIANCE STATEMENT)	50
16	PRICE SCHEDULE-BOQ	52

Disclaimer

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

Notice Inviting Tender

Notice Inviting Tender

A).UCO Bank invites sealed tender offers (technical and commercial offer) from reputed vendors dealing with Solar PV Panel Projects towards Supply, installation & commissioning of Roof Top Solar PV Power Panel at Bank's own Buildings at Chennai & Pondicherry.

The bidder (also called the vendor or bidder through this document) appointed under the Tender document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project.

B) Salient Feature

Tender Reference	ZOCHE/GAD/10/2025-26 Date: 22/5/2025
Name of the work	Supply, installation & commissioning of Roof Top Solar PV Power Panel at Bank's own Buildings at Chennai & Pondicherry
Estimated Cost	1) <u>UCO Bank building, 328, Thambu Chetty Street :- Rs 23.80 Lakhs</u> 2) <u>UCO Bank building, P.O. 37, Rue Mahe De Labourdonnais, Puducherry :- Rs 19.40 Lakhs</u>
Cost of Tender Documents	Rs. 2000/- (Non refundable). Not Applicable for MSME (Document related MSME to be furnished Under Part-I). The tender document to be downloaded from Bank's website www.ucobank.com . 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 Chennai.
EMD	a) For Roof top solar installation at UCO Bank building, 328, Thambu Chetty Street, Chennai, the EMD amount is <u>Rs 23,800/-</u> b) For Roof top solar installation at UCO Bank building, P.O. 37, Rue Mahe De Labourdonnais, Puducherry, the EMD amount is <u>Rs 19,400/-</u> c) EMD for respective bids must be submitted with Technical Bid (Part-I) in the form of pay order /demand draft in favour of UCO Bank, payable at Chennai. Not Applicable for MSME(Document related MSME to be furnished Under Part-I). d) EMD of unsuccessful bidders will be released (without any interest) against their request letter after acceptance of L.O.I by the identified bidders. e) EMD of L-1 bidders will be released (without any interest) after submission of Performance Bank Guarantee.

यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honours your trust

	1) However, if Successful tenderer withdraws their acceptance of our L.O.I. before submission of Performance Bank Guarantee, UCO Bank will have the right to forfeit the Earnest Money Deposit without making reference.
Advertisement in News Papers and Bank's website on	25/05/2025
Pre Bid Meeting	Pre Bid Meeting will be held on 05/06/2025 at 1500 hours in UCO Bank Zonal Office, 328, Second Floor, Thambu Chetty Street, Parry's Corner, Chennai where issues relating to the tender will be discussed and clarifications, if any, will be furnished. Bidders are requested to attend the pre-bid meeting at their cost. The decision taken on Pre Bid meeting will be uploaded in Bank's website in form of corrigendum which will be the part of tender document.
Last Date & Time for Submission of Tender	Bids can be submitted before 26/06/2025 upto 1600 hours UCO Bank Zonal Office, 328, Second Floor, Thambu Chetty Street, Parry's Corner, Chennai.
Date and Time of Opening Technical Bid i.e Part-I	26/06/2025 & 1700hrs at UCO Bank Zonal Office, 328, Second Floor, Thambu Chetty Street, Parry's Corner, Chennai.
Date of Opening of Financial Bid	Financial Bid (Part-II of tender) of those vendors who will be qualified against Part-I of Tender, will be opened at a later date and the same will be communicated to all eligible vendors through email.
Address of Communication	The DGM&Zonal Head, UCO Bank Zonal Office, 328, Second Floor, Thambu Chetty Street, Parry's Corner, Chennai.
Email address	zo.chennai@ucobank.co.in & zochennai.gad@ucobank.co.in
Contact Telephone	044 4340 5556 / 044 4340 5578
Submission of Bids	Bid must be submitted in <u>Two Bid System (Technical bid & Commercial bid)</u> to be submitted in separate sealed envelopes & submitted together in a third envelope, duly superscribing "Tender Documents for Supply, installation & commissioning of Roof Top Solar PV Power Panel at Bank's own Buildings at Chennai & Pondicherry"
Contents of the Technical Bid (Part-I):	<ul style="list-style-type: none"> a. Original Demand Draft of Tender Cost and EMD (Not Applicable for MSME (Document related MSME to be furnished) b. Bidder's Covering letter c. Application Format as stipulated in RFP (Annexure-I) d. Documents in support of all eligibility criteria e. All pages of this RFP as downloaded from the website should be duly signed by the authorized representative of the company on all pages including all Annexures. f. Duly filled up integrity Pact as per Bank's format
Validity of Tenders	120 (One Hundred and Twenty) days from the date of opening.

C) Documents required with the Technical Bid:

- (i) True/Certified copy of PAN card, GST Regn. Certificate, Trade License.
- (ii) True/Certified Copies of audited balance sheet & Profit and Loss a/c for the last three financial years i.e for 2021-22, 2022-23 and 2023-24.
- (iii) True/Certified copy of Experience Certificate/work order.
- (iv) Documentary evidence related to registered office at Chennai, Tamilnadu.
- (v) Demand Draft of Tender cost and EMD/Document related MSME to be furnished Under Part-II(in case of non submission of EMD &Tender Cost). Pre Contract Integrity Pact, are to be also uploaded.
- (vi) OEM Declaration form as per Annexure-IV.
- (vii) Bidder's Covering letter
- (viii) Documents in support of all eligibility criteria
- (ix) Technical Compliance Statement and model quoted as per Annexure-VIII
- (x) Technical Documentation (Product Brochures, leaflets, manuals, drawings). An index of technical documentation submitted with the offer must be enclosed.
- (xi) The envelope containing Part-I of tender should be super scribed clearly " Part-I (Technical Bid)" and the name of work and will be addressed to 'The Zonal Head, UCO Bank, General Administration Deptt, Chennai Zonal Office and must be submitted **on or before the stipulated date & time of submission of tender. (Tender bids for both locations i.e., Roof Top Solar Installation at UCO Bank building Chennai & Roof Top Solar installation at UCO Bank building Pondicherry should be submitted in two separate envelopes, duly mentioning the location)**
- (xii) The RFP bids should be submitted in one big non window-envelope containing Technical Bid. The sealed envelope should be uper-scribed as "Supply, installation & commissioning of Roof Top Solar PV Power Panel at Bank's own Buildings at Chennai & Pondicherry.

D) Miscellaneous Items:

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

2) Vendor's representatives will be allowed to be present during opening of bids at their cost.

यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honours your trust

-
- 3) In case date of pre-bid meeting, last date of receipt or opening of tender are declared as holiday, the respective date shall be treated as deferred and will be re-scheduled to next working day correspondingly.
- 4) It may be noted that the requirement given in this RFP is indicative only .
- 5) Tenders/offers through email will not be accepted.
- 5) Bank reserve the authority to accept or cancel any or all tenders without assigning any reason.
- 6) All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect or there is any correction in Price Bid is not duly signed and dated by the bidder are liable to be rejected.

The DGM & Zonal Head,
UCO Bank, Chennai Zonal Office
328, Second Floor, Thambu Chetty Street,
Opp. Parrys Corner, Chennai - 600001

Eligibility Criteria

i) The bidder must be a Firm/Company/Govt Dept. having valid license issued by the Local Body, authorized to issue such certificate.

ii) The bidder must have a minimum Average Annual turnover of equivalent of estimated expenditure (given in page-3) for the last three financial years ending 31.03.2024. Certificate of audited balance sheet for last three Financial years must be enclosed. Vendor should be a profitable organization

Additional Point for Startup Company-

A startup company having a valid **Dept. for Promotion of Industry and Internal Trade (DPIIT) Certificate** shall participate in this tender subject to having atleast completed 2 full financial years and shall submit audited balance sheet for last two years. The bidder must have minimum Average Annual turnover of equivalent expenditure (Given in page-3) for the last two financial years.

iii) The bidder must be registered under GST.

iv) The bidder should have PAN.

v) The bidder must have experience in executing the similar work as under at Public Sector Banks/RBI/Govt Organizations/PSU/Reputed Private Organization;

a. Three similar completed works each costing not less than the amount equal to **40% of the estimated cost** within seven years ending last day of the month previous to the one in which applications are invited in execution of similar works. **OR**

b. Two similar completed works each costing not less than the amount equal to **50% of the estimated cost** within seven years ending last day of the month previous to the one in which applications are invited in execution of similar works. **OR**

c. One similar completed work costing not less than the amount equal to **80% of the estimated cost within seven years** ending last day of the month previous to the one in which applications are invited in execution of similar works.

vi) The bidder should have well equipped registered Service Centre at Chennai, & Pondicherry i.e. 30 KM from UCO Bank buildings at Chennai and Pondicherry respectively.

Evaluation Criteria

- 1) Lowest Bid Value will be evaluated on lowest price offered by the bidder against Price Bid (Price Bid).

REJECTION OF BID:

The bid is liable to be rejected summarily if:

- Tenders are not received in two parts in separate envelopes .
- It is not in conformity with the instruction mentioned in this tender document.
- If it is not accompanied by requisite tender cost and EMD 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.
- If there is any conflict of Interest between Bank and Tenderer at any stage.

Scope of work:

- 1) Supply, installation & commissioning of Roof Top Solar PV Power Panel at following Bank's own Buildings (including allied Civil & Electrical work).

Locations of the buildings and capacity of solar power plant to be installed:

UCO BANK BUILDINGS WHERE SPV PLANT TO BE INSTALLED		
Sl.No	Building Name and Address	Solar Power Plant to be installed
1	UCO BANK BUILDING, 328, THAMBU CHETTY STREET, PARRY'S CORNER, OPP. MADRAS HIGH COURT, CHENNAI – 600 001	44KW
2	UCO BANK BUILDING, PONDICHERRY MAIN BRANCH, P.O. 37, RUE MAHE DE LABOURDONNAIS, PUDUCHERRY	36KW

DRAWINGS & DOCUMENTS

The succesful 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 :

- a) All general arrangement and installation drawings inclusive of installation instructions.
- b) Electrical schematic drawings indicating consumption points.
- c) Control / safety circuit diagrams with various set parameters duly marked.

- 2) **WARRANTY:** On Solar Panels- 12 Years warranty on physical damage and 25 years on Linear Generation.

On Inverters- 5 Years warranty

On Solar Structure- 5 Years Warranty with wind load of 180 Km per hour.

Other Materials- 5 Years.

- 3) **Comprehensive Annual Maintenance Contract Charges** :The above work shall include Operation and Maintenance of 5 Years of from the date of commissioning. This shall include system health checkup every quarter and cleaning shall be done every month. The report of the same shall be submitted to the bank.

GENERAL TERMS & CONDITIONS**1 .Price and Taxes:**

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

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

- Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure that accurate transaction details, as required by GST laws, are timely uploaded in GSTN¹. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with UCO Bank, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time the accurate tax amount is finally reflected in the GSTN to UCO Bank's Account and is finally available to UCO Bank in terms of GST laws and that the credit of GST so taken by UCO Bank is not required to be reversed at a later date along with applicable interest.
- UCO Bank has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to UCO Bank for the fault of supplier shall be recovered by UCO Bank by way of adjustment in the consideration payable or otherwise.
- Supplementary invoices/debit note/credit note for price revisions to enable UCO Bank to claim tax benefit on the same shall be issued by Vendor for a particular year before September of the succeeding financial year.

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

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

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

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

4.a. Performance Bank Guarantee:

Successful Bidders will have to submit a performance Bank Guarantee equivalent to 10% of work order value **prior to or at the time of execution of the Agreement** for five years with a claim period of further three months. 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 per enclosed format in Annexure-1. Any defect in the work or operational service, arising out during the 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. **The performance Bank Guarantee will be returned to the contractor after expiry of AMC period of three years.** Bank has the right to invoke the BG for any non-compliance of the terms & conditions of this RFP or the Contract to be executed between the selected bidder and the Bank at any point of time **without prejudice to its other rights and remedies available under the Contract and/or the Law (s) for the time being in force.**

4.b 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 us in original.

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

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

Integrity Pact, in respect of a particular contract, shall be operative from the date Integrity Pact is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. Integrity Pact shall cover all phases of contract i.e. from the

stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warranty/guarantee. Format of Integrity Pact is attached as Annexure for strict compliance.

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

7 INDEMNITY:The Vendor / bidder agrees to indemnify and keep indemnified, defend and hold harmless the Bank and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, litigation cost, reasonable attorney's fees), arising before or after completion of Supply, installation & commissioning of Roof Top Solar PV Power Panel at Bank's own Buildings at Chennai & Pondicherry, which result from, arise in connection with or are related in any way to claims by third parties arising out of or in connection with

- The Vendor's / bidder's breach of any of the terms and conditions, representations, warranties specified in the Agreement/Contract; infringement of Intellectual Property Rights of the Bank; acts or omissions of, negligence, or misconduct by the Vendor/bidder; or its professionals, representatives, agents, security analysts, consultants and advisors;
- For the purpose of the Agreement, the vendor / bidder shall include the vendor / bidder, its personnel, employees, consultants, and / or other authorized persons.
- In no event shall the vendor/bidder be liable for claims arising from or in connection with the sole negligence or misconduct of the party seeking indemnification.
- The responsibility to indemnify set forth in this Clause shall survive the termination of this Agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof.
- The selected vendor/bidder has to furnish a letter of undertaking cum indemnity in Bank's favour as per the format to be supplied by the Bank at the time of execution of the Agreement.

The Bidders shall also indemnify Bank against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods/services, Software package or any part thereof in India and abroad. In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods/services or any part thereof in India, the Bidder shall act expeditiously to extinguish such claims. If the Bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the Bidder of such claims, if it is made, without delay by fax/e-mail/registered post. Draft format given in Annexure-VI

8.Taxes and Duties:The bidder will be entirely responsible to pay all taxes whatsoever in connection with delivery of the services at the sites including incidental services and commissioning. Wherever the laws and regulations require deduction of such taxes at the source of payment, Bank shall effect such deductions from the payment due to the

vendor. The remittance details of amount so deducted and issue of certificate for such deductions shall be made by Bank as per the laws and regulations in force.

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

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

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

11.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.

12.TERMINATION FOR DEFAULT(S)

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

- a) Unnecessary or unwarranted delay in execution of the work allotted.
- b) Delay in providing the requisite manpower at the Bank's site.
- c) The vendor violates any Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
- d) Breach of trust is noticed during any stage of the consultancy assignment.
- e) The selected bidder commits a breach of any of the terms and conditions of the bid.
- f) The selected bidder goes in to liquidation voluntarily or otherwise.
- g) An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.

h) If it is found at any stage that the bidder has concealed any important information or has submitted any false information or declaration particularly regarding any pending legal action or blacklisting status.

i) If there is any conflict of interest.

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

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

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

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

13. 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.

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

15. Time of Completion: 12 (Twelve Weeks) from the stipulated date of commencement of the work.

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

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

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

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

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

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

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

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

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

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

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

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

21. FORCEMAJEURE: Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or BANK as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
3. Terrorist attack, public unrest in work area

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The bidder or BANK shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above.

Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

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

- To maintain and use the Information only for the purposes of this Contract/Agreement and only as permitted by BANK;
- To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;

- To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and
- To treat all Information as Confidential Information.
- Conflict of interest: The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

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

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

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

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

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

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

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

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

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

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

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

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

31. OWNERSHIP AND RETENTION OF DOCUMENTS

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

32. Signing of Contract/Agreement

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

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

33. Bank reserves the right to the following:

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

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

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

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