

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

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

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

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

ANNEXURE-I

FORMAT OF BANK GUARANTEE

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

(To be stamped in accordance with the stamp act)

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

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

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

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

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

4. We, [indicate the name of the bank ISSUING THE

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

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

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

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

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

Notwithstanding anything contained herein:

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

ii) This Bank Guarantee shall be valid upto and

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

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

Yours' faithfully,

For and on behalf of

Bank Authorised Official

ANNEXURE-II

Draft Agreement

Article of agreement made this _____ day of _____ 2025

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

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

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

And whereas the vendor has agreed to execute upon and subject to condition set forth herein and work order, General conditions of contract, special condition of contract, including all other conditions as mentioned, in the work order, specifications and all correspondence exchanged by or between the parties from the submission of tender till the award of work, both letter inclusive, (all of which are collectively hereinafter referred to as " the said conditions") the work described in the said specification and included in the tender at the rates therein set for in UCO Bank Work Order No. _____ dated _____ 201 _____ and amounting to the sum of Rs. _____ (Rupees _____ only) inclusive of all Taxes .

NOW IT IS HEREBY AGREED AS FOLLOWS:

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

- (a) Work order letter no- _____ dated _____
- (b) R.F.P.(Request For Proposal) dated _____
- (b) Corrigendum (if any) dated _____

GENERAL TERMS & CONDITIONS**1. Scope of work:**

(a) Supply, installation & commissioning of Roof Top Solar PV Power Panel at Bank's own Buildings at **Chennai & Pondicherry** allied Civil & Electrical work will be done by the Bank).

(b) 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.

(C) 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.

2. Price and Taxes:

(a) 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..

(b) 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 accurate transaction details, as required by GST laws, are timely uploaded in GSTN². 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.
- Supplementary invoices/debit note/credit note for price revisions to enable UCO Bank to claim tax benefit on the same shall be issued by the 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 the vendor is 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.

Payment of AMC charges will be governed as per stipulated Terms & Conditions as per Annexure-VII.

4. 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.

Any defect in the work, arising out during the period of one year from the date of installation and not attended by the Vendor 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 from the amount payable to Vendor by the Bank and/or by invoking the Performance Bank Guarantee, without prejudice to Bank's rights and contentions.

The performance Bank Guarantee will be returned to the contractor at the end of three months after expiry of warranty period of one year.

5. INSURANCE: Vendor agree 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 us in original.

6. INDEMNITY BOND: Vendor has to submit Indemnity Bond as per Bank's format as per Annexure-VI on Non-judicial Stamp Paper of appropriate value.

7. 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.

8. FORCE MAJEURE: 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:

- (i) Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
- (ii) Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- (iii) 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.

9. Compliance of laws: The Vendor undertakes to comply with all Laws/Rules/Regulations/Bye – Laws/Notifications etc. for the time being in force.

Change in law clause

Any reduction in the contract price resulting from introduction of any new law, towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the Contract, then the Parties agree to a downward adjustment to the contract price to reflect the financial impact of such "Change in law" and the financial benefit thereof shall be given to the Bank.

10. CANCELLATION/TERMINATION: 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. 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.

11. CONSEQUENCES OF TERMINATION: In the event of termination of the Agreement due

to any reason, whatsoever, [whether consequent to the expiry of stipulated term of the Contract or otherwise], UCO BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all steps to minimize loss resulting from the termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

In the event of termination of the Agreement due to the expiry of the term of the Contract and the Agreement is not further extended by UCO BANK, the Vendor herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as UCO BANK may specify including training, where the successor(s) is a representative/personnel of UCO BANK to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

Nothing herein shall restrict the right of UCO BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished and pursue such other rights and/or remedies that may be available to UCO BANK under law or otherwise.

The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

12. 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 undertaken in consultation with H.O-GAD.

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

14. 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.

15. Dispute resolution mechanism

The Vendor and the Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- The matter will be referred for negotiation between authorised representative of UCO BANK and the Authorized Official of the Vendor. 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, is not settled by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 15 days of the failure of negotiations. Each Party to the dispute shall appoint one arbitrator of their own choice and the two appointed arbitrators shall appoint the third arbitrator who will act as the presiding arbitrator. Arbitration shall be held in Chennai and conducted in English as per provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

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 Vendor shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to render the Service/s in accordance with the provisions of the SLA notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

16. 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 Bank 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.

E. Governing Laws & Jurisdiction of the court

This Agreement shall be governed by the Law(s) of India for the time being in force and the Rules made thereunder from time to time 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 of Chennai.

F. 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 pre-bid meeting held on, the article of agreement etc. would form part of the contract document.

G. Non-Disclosure : The Vendor must undertake that they shall hold in trust any information received by them, under the Contract/Agreement, and shall maintain confidentiality of such information.

H. Non Assignment; Vendor shall agree that 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.

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

Signed on behalf of the UCO Bank

Signature on behalf

of the vendor

By its duly authorized Officer

in presence of:

In presence of:

1) Signature.....

1) Signature.....

Name with address:

Name with address:

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

Name with address

Name with address:

Annexure-IIIAPPLICATION FORMAT

To
The Zonal Head
UCO Bank Zonal Office
Chennai

Sir,

1. We have carefully examined all the contents incorporated in the various parts of this Tender Document for Supply, installation & commissioning of Roof Top Solar PV Power Panel at Bank's own Buildings at Chennai & Pondicherry including allied Civil & Electrical work)and taken note of all the terms & conditions stated in the Tender Document in its various parts.

2. We understand that the time schedule of 12 weeks from the date of purchase order - stipulated for completion of supply including installation & commissioning thereof in all respects of the plat and accepted by us is the essence of the contract.

3. We enclose a non refundable Pay Order / Demand Draft for Rs/-(Rupees only) drawn in favour of UCO Bank and Payable at _____ (P.O/DD No..... Date..... Issuing Bank..... Branch.....) towards cost of tender document(Not applicable for MSME).

4. We enclose a Pay Order / Demand Draft for Rs(Rupeesonly) drawn in favour of UCO Bank and Payable at _____ (P.O/DD No..... Date..... Issuing Bank..... Branch.....) towards EMD (Not applicable for MSME).

5. We also agree that our tender along with the prices will remain valid for one year from the last date stipulated for submission of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and bidders in writing.

6. We also agree to keep the Performance Security Deposit as per terms of the tender. However, if the performance of the machines is found unsatisfactory during the said validity period, you shall have the right to forfeit the Performance Security Deposit without reference to us.

7. Our PAN for Income Tax is _____.

8. We are registered with GST and our registration numbers is as follows:

यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honours your trust

GST Registration Number : _____

For and on behalf of

(With seal)

Signature _____

Name _____

Designation _____

DULY AUTHORIZED SIGNATORY

_____ day of _____ 2024

Particulars of Bidders
(Submission of Documentary Evidence is must)

A. Company / Vendor Profile

1. Name of the Vendor/Firm/Company

2. Constitution

3. Date of Establishment/
Incorporation

4. Address

Registered Office

Corporate /Head Office

5. Telephone Number

Fax Number

E-Mail Address

Website

6. Sales Turnover

2022-23

2023-24

2024-25

7. Experience of Company

Track Record of Past Installations

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

(Pl. add row if required)

8. Information on Key Service Personnel:

यूको बैंक



UCO BANK

सम्मान आपके विश्वास का

Honours your trust

SL. NO	Name with contact details	Designation

8. GST registration details:

9. PAN No:

Signature of Authorized Signatory with date and seal

Annexure-IV

(OEM Declaration Form)

No.....

Date:.....

To
The Zonal Head
Zonal Office.

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

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

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

And

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

Preamble

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

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

Section 1 – Commitments of the Bank.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 : Compensation for Damages

1. If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent to Performance Bank Guarantee.

Section 5 : Previous Transgression

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

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

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

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

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

Section 8 : Independent External Monitor/Monitors

1. The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Managing Director & CEO, UCO Bank.

3. The Bidder(s)/Contractor (S) accepts that the Monitor has the right to access without restriction to all project documentation of the Bank including that provided by the Contractor.

The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s)/Contractor(s)/Subcontractor(s) with confidentiality.

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

Section 9 – Pact Duration.

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

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

Section 10 – Other provisions

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UCO BANK

सम्मान आपके विश्वास का

Honours your trust

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

(For & on behalf of the Bank)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place_____

Place_____

Date_____

Date_____

Witness : (Name & Address) Witness : (Name & Address)

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

To
UCO Bank
Zonal Office
Chennai

In consideration of UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700 001 (hereinafter Referred to as "the Bank" which expression shall include its successors and assigns) at our request and on the strength of our statements and representation contained in our letter dated agreeing to appoint us as vendor/ Contractor for supply, installation, testing and commissioning of rooftop solar at Chennai & Pondicherry. We,, a Company incorporated under the Companies Act, 1956 having its registered office at - (full address) do hereby irrevocably and unconditionally agree and undertake that:

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

required under the applicable laws, regulations, guidelines, notifications, orders framed or issued by any appropriate authorities.

- 3) Our obligations herein are independent, irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of the BANK or Indemnifier or any other circumstance whatsoever which might otherwise constitute a discharge or defense of an indemnifier.

In case we fail to pay the losses, damages and expenses as claimed and demanded by the Bank, Bank shall be entitled to recover the amount by invoking Performance Bank Guarantee furnished by us for supply, installation, testing and commissioning of Rooftop solar at Bank's building at _____ without any prior notice to us.

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

Dated, this.....day of20

.....

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

ANNEXURE-VII**Terms & Conditions of comprehensive Annual Maintenance Contract (AMC)**

1. The Bank, at its discretion may enter into Annual Maintenance Contract with the successful bidder will cover replacement of all types of defective / worn out parts, consumables and labor, after the expiry of the warranty period .

2.The AMC Charge will be governed /stipulated as per RFP

3. The AMC Charges should cover the regular maintenance of the machine, cost of the replaced parts, consumables and also the manpower cost except electrical power. It may be noted by the bidder that Bank will not provide any kind of assistance in the form of men/material and the Bidder will have to make his own arrangements for deputing the required skilled manpower including all necessary spares to set right the reported/observed defects, to allowed repairs to the Machines and trouble shooting in the event of any breakdown. The scope of the contract shall include all costs, transport, handling, insurance charges and including all taxes, duties, levies for the following.

4. Preventive maintenance like periodical servicing, trouble shooting, settings, adjustments, cleaning, oiling, greasing at periodical intervals to ensure (i) smooth and trouble free working of the system and (ii) the performance of the machine at the contracted capacity.

5. Troubleshooting, settings, adjustments including cost of repair/supply of spares/ components/ sub-systems.

6) Quarterly Functional checking and adjustment of the Solar PV Panels/Inverters/Batteries.

7) Quarterly Functional check of switching , control, monitoring and other safety equipment

8) To rectify operational failures that are detected during periodical inspections and preventive maintenance or that may occur at any point of time and are reported to them.

9) The amount agreed upon includes the cost of materials, spare parts and components required to keep the Solar PV Panel functional etc.

10) There should be a preventive maintenance during the AMC period, such preventive maintenance should be at least once in three months.

11). AMC is the sole responsibility of the original vendor irrespective of whether such services are outsourced or not. Bank may not enter into AMC with the vendor of the machines in case of Closure of the Principals. Closure of the operations of the offered company in India , Closure of manufacturing of the machines itself in case of supplying / maintaining / supporting the machines or any other genuine reasons

The following terms and conditions shall apply to the AMC contract.

a) Payment will be made once in a quarter on the basis of pro rata rate after satisfactory completion of service during the period by user branch.

b) Any breakdown of the machine/Solar PV Panel system / shortfall in its performance will be intimated to the vendor by the Bank and the vendor shall attend to the fault within 48 hours and rectify the same within 2 working days of such reporting. If the machine is not being attended within the said 2 days, a penalty of Rs 1000/- will be levied for each day of delay and recovered from the quarterly payment due to the vendor.

c) The bidders shall be required to ensure availability of adequate quantity of spares for smooth running of the machines, which shall be kept within easy reach so that the machines can be repaired within the time stipulated above.

Accepted all Terms & Conditions on behalf of

(With seal)

Signature _____

Name _____

Designation _____

DULY AUTHORIZED SIGNATORY

ANNEXURE-VIII

TECHNICAL SPECIFICATIONS (Building Wise)

Chennai ZO Building, 328, Thambu Chetty Street (44kWp)					
Sl. No.	Item	Description	Capacity/Range	Qty.	Unit
1	Solar PV Module	540-550 Wp Mono-PERC, 144 Half-Cell Monofacial Module with Min. Module Efficiency 21.3% IEC & BIS Certified (Manufactured in India-DCR Modules)) with Annual Degradation Not More Than 0.60%	540-550 Wp	81	Nos
2	String Inverter	String Inverter with Inbuilt MPPT Charge Controller (Min. 20% DC Side Over-Loading Capacity), DC & AC Side Inbuilt Protection & Remote Monitoring System	44 kW	1	No
3	Module Mounting Structure	Module Mounting Structure of HDGI (86 Microns) Column & Base Plate with Rest of the Members in Galvalume, Withstand Wind Speed of 180 Km/Hr.	Equiv. Weight of SPV Module	1	Set
4	DC Solar Cable	DC Solar Cable 1C x 4 Sqmm 1.5 kV Grade XLPO Insulated Tinned Copper	1C x 4 Sqmm	100	Metre
5	Earthing Cable	Earthing Cables 1C x 6 Sqmm 1.1 kV Grade PVC Insulated Flexible Copper Y/G	1C x 6 Sqmm	100	Metre
6	LT Cable	LT Cable 4C/3.5C x ___ Sqmm 1.1 kV Grade XLPE Insulated Armoured Aluminium/Copper	4C x 16 Sqmm	100	Metre
7	Communication Cable	CAT-VI, PVC Insulated Two Pair Twisted Copper	—	100	Metre
8	DCDB	DC Distribution Box IP65 Polycarbonate Enclosure Outdoor Type with 1000V 15A PV Fuse for (+) ive and (-) ive Sides and 1000V DC SPD Type 2 for Each Strings	2 IN 2 OUT	1	Set
9	ACDB (LT)	AC Distribution Box (1 IN 1 OUT) with IP54 CRCA/Polycarbonate Enclosure, 4P AC MCB/MCCB 10 kA/25 kA, R Y B Phase Indicator Lamp, AC SPD 600V 40kA, LT Energy Meter CL 1.0 etc.	1 IN 1 OUT	1	Set
10	Electrical Accessories	HDPE/UPVC/FRP Wiring Conduit, DWC Pipe (For Road Crossing), GI/FRP Cable Tray, MC4 Connectors, Saddle, Lugs, Bullets, Screw, Fasteners, Gland, Ferrule, Cable Tie & Other Electrical Accessories as Required for the Power	—	1	Lot

		Plant			
11	Earthing Protection	50mm x 3m GI Chemical Earth Electrode, Backfill Compound, 4C x 10 Sqmm Al. Armd. XLPE Earthing Cable, PVC Bar Saddle, Pit Chamber, CI/FRP Pit Cover (450 x 450) mm Pit at DC Side: AS REQUIRED Nos Pit at AC Side: AS REQUIRED Nos	DC Side: 2 Nos AC Side: 2 Nos	4	Set
12	Lightning Protection	12mm x 1.2m Copper Lightning Arrester with Spike and 2m GI Mast with Stay Wire, 2 Nos x 17.2mm x 3m Copper Bonded Earth Electrode, 1C x 16 sqmm PVC Insulated Copper Down Conductor (QUANTITY AS REQUIRED) , 2 Nos CI/FRP Pit Cover (450 x 450) mm & Other Accessories as Required	—	1	Set
13	Civil Material	Civil Material (Sand, Bricks, Cement, Aggregate etc.) Required for PCC M25 Pedestals (400 x 400 x 250)mm and Earthing Pit Chambers	—	1	Lot
14	Zero Export Device	ZED+DL Controller RS485 Ports-2 Nos+ GPRS/Internet + SMPS + Antenna Including RS485 Enabled MFM and Tape Wound CL1.0 CT with Required Ratio and VA Burden	—	1	Set
15	Weather Monitoring	Irradiation + Module Temp. + Ambient Temp. Sensor 3 in 1 Out with Sensor Cable	—	1	Set
16	Cleaning Items	UPVC Water Pipe Lining with Nozzle, Tap, Hose Pipe, Bucket, Mug and Wiper with Pressure Pumps of Required HP	—	60	Metre
17	Fire Protection Equipments	ABC Type Fire Extinguisher 4Kg, Sand Bucket with Stand etc.	—	1	Set
18	Miscellaneous	Spare Tools, Caution Board, Safety Signage, Ladder, Paint etc.	—	1	Set
18	Installation	Full installation including civil work and commissioning.	—		

Pondicherry PO37, Rue Mahe De Labourdonnais (36.00kWp)					
Sl. No.	Item	Description	Capacity/Range	Qty.	Unit
1	Solar PV Module	540-550 Wp Mono-PERC, 144 Half-Cell Monofacial Module with Min. Module Efficiency 21.3% IEC & BIS Certified (Manufactured in India-DCR Modules)) with Annual Degradation Not More Than 0.60%	540-550 Wp	67	Nos
2	String Inverter	String Inverter with Inbuilt MPPT Charge Controller (Min. 20% DC Side Over-Loading Capacity), DC & AC Side Inbuilt Protection & Remote Monitoring System	36 kW	1	No
3	Module Mounting Structure	Module Mounting Structure of HDGI (86 Microns) Column & Base Plate with Rest of the Members in Galvalume, Withstand Wind Speed of 180 Km/Hr.	Equiv. Weight of SPV Module	1	Set
4	DC Solar Cable	DC Solar Cable 1C x 4 Sqmm 1.5 kV Grade XLPO Insulated Tinned Copper	1C x 4 Sqmm	100	Metre
5	Earthing Cable	Earthing Cables 1C x 6 Sqmm 1.1 kV Grade PVC Insulated Flexible Copper Y/G	1C x 6 Sqmm	100	Metre
6	LT Cable	LT Cable 4C/3.5C x ___ Sqmm 1.1 kV Grade XLPE Insulated Armoured Aluminium/Copper	4C x 16 Sqmm	100	Metre
7	Communication Cable	CAT-VI, PVC Insulated Two Pair Twisted Copper	—	100	Metre
8	DCDB	DC Distribution Box IP65 Polycarbonate Enclosure Outdoor Type with 1000V 15A PV Fuse for (+) ive and (-) ive Sides and 1000V DC SPD Type 2 for Each Strings	2 IN 2 OUT	1	Set
9	ACDB (LT)	AC Distribution Box (1 IN 1 OUT) with IP54 CRCA/Polycarbonate Enclosure, 4P AC MCB/MCCB 10 kA/25 kA, R Y B Phase Indicator Lamp, AC SPD 600V 40kA, LT Energy Meter CL 1.0 etc.	1 IN 1 OUT	1	Set
10	Electrical Accessories	HDPE/UPVC/FRP Wiring Conduit, DWC Pipe (For Road Crossing), GI/FRP Cable Tray, MC4 Connectors, Saddle, Lugs, Bullets, Screw, Fasteners, Gland, Ferrule, Cable Tie & Other Electrical Accessories as Required for the Power Plant	—	1	Lot
11	Earthing Protection	50mm x 3m GI Chemical Earth Electrode, Backfill Compound, 4C x 10 Sqmm Al. Armd. XLPE Earthing Cable, PVC Bar Saddle, Pit Chamber, CI/FRP Pit Cover (450 x 450) mm	DC Side: 2 Nos AC Side: 2 Nos	4	Set

		Pit at DC Side: AS REQUIRED Nos Pit at AC Side: AS REQUIRED Nos			
12	Lightning Protection	12mm x 1.2m Copper Lightning Arrester with Spike and 2m GI Mast with Stay Wire, 2 Nos x 17.2mm x 3mm Copper Bonded Earth Electrode, 1C x 16 sqmm PVC Insulated Copper Down Conductor (QUANTITY AS REQUIRED) , 2 Nos CI/FRP Pit Cover (450 x 450) mm & Other Accessories as Required	—	1	Set
13	Civil Material	Civil Material (Sand, Bricks, Cement, Aggregate etc.) Required for PCC M25 Pedestals (400 x 400 x 250)mm and Earthing Pit Chambers	—	1	Lot
14	Zero Export Device	ZED+DL Controller RS485 Ports-2 Nos+ GPRS/Internet + SMPS + Antenna Including RS485 Enabled MFM and Tape Wound CL1.0 CT with Required Ratio and VA Burden	—	1	Set
15	Weather Monitoring	Irradiation + Module Temp. + Ambient Temp. Sensor 3 in 1 Out with Sensor Cable	—	1	Set
16	Cleaning Items	uPVC Water Pipe Lining with Nozzle, Tap, Hose Pipe, Bucket, Mug and Wiper with Pressure Pumps of Required HP	—	60	Metre
17	Fire Protection Equipments	ABC Type Fire Extinguisher 4Kg, Sand Bucket with Stand etc.	—	1	Set
18	Miscellaneous	Spare Tools, Caution Board, Safety Signage, Ladder, Paint etc.	—	1	Set
18	Installation	Full installation including civil work and commissioning.	—		

Annexure-IX

Technical Compliance Statement

Declaration

We hereby undertake to agree to abide by all the terms and conditions stipulated in the tender document.

We certify that the systems / services offered by us for tender conform to the specifications stipulated in the tender form.

Signature of Authorized Signatory with date and seal

Letter of Undertaking

I / we authorize my / our Banker/s ----- (Name of the Bankers, Address) to give confidential information about my / our company whenever required / called for by UCO Bank.

(Signature of Authorized Signatory with date and seal)