



**TENDER FOR SUPPLY OF OFF GRID ROOFTOP SOLAR  
PV POWER SYSTEMS**

**BANK OF BARODA  
ZONAL OFFICE,  
LUCKNOW**



**TENDER FOR  
SUPPLY OF SOLAR POWER FROM OFF GRID ROOFTOP SOLAR PV POWER  
System (OPEX MODEL) in Rural/Semi/Urban/Metro areas.**

**ADDRESS OF THE ZONE:- BARODA HOUSE**

**V-23, VHIBHUTI KHAND,  
GOMTI NAGAR, LUCKNOW – 226010**

**THIS TENDER CONSISTS OF 2 BIDS:**

**PART I : TECHNICAL BID**

**PART II : PRICE BID**

**Date:- 26.11.2024  
RFP Reference: LZ/50/EM/949**



## TENDER FOR SUPPLY OF OFF GRID ROOFTOP SOLAR PV POWER SYSTEMS

### **PART-I TECHNICAL BID**

(To be submitted in sealed envelope marked “Envelope No. 1- Technical Bid”)

### **NOTICE INVITING TENDER (NIT)**

**Bank of Baroda, Zonal Office, ‘Baroda House’, V-23, Vibhuti Khand, Gomtinagar, Lucknow – 226010, invites sealed tender for the works mentioned below:**

1. Name of the work: Supply of solar power to the electrical connected branch loads from OFF Grid Rooftop Solar PV Power System (OPEX Model)\* in Lucknow Zone.
2. **EMD AMOUNT:** Rs.4,00,000/- (One Lakhs only) by way of Demand Draft of a scheduled bank drawn in favour of "**Bank of Baroda**" - payable at Lucknow - or by way of Bank Guarantee obtained from any Scheduled Bank other than Bank of Baroda valid up to validity period of the tender, super- scribing 'EMD for Tender for Supply of solar power from OFF Grid Rooftop Solar PV Power Plants (OPEX Model) at Bank of Baroda Branches and the same should be submitted along with Technical Bid. Please note that firms/agencies claiming exemption from submission of EMD under any statutory authority/law (eg. NSIC MSME etc.) shall be required to submit necessary documents viz. valid registration certificate etc. to the satisfaction of the Bank.

### **3. CONTENTS OF THE TENDER:**

#### **PART - I**

- Notice inviting tender
- Check List for Enclosures
- Appendix-I - Eligibility criteria for qualification for opening of price bid
- Appendix-II - Important terms and conditions of the contract
- General rules and instructions for the guidance of the tenderer
- Tender offer, Letter of acceptance, Form of agreement, Indemnity Bond format and Bank Guarantee format
- General Conditions of the Contract
- Safety Code
- Schedule A - Special information to the tenderers
- Schedule C- Operational requirement of SPV Power System
- Profile of the Vendor
- Technical particulars to be furnished by the Vendor
- Unpriced format of Price bid

The above form the **first envelope** under caption "**Technical bid**"

#### **PART - II**

#### **Price bid – Second Envelope**

4. **Concept of tender:** The tender concept is "2 Envelope Concept/ TWO BID CONCEPT"  
Second envelope - 2 - Price bid



## TENDER FOR SUPPLY OF OFF GRID ROOFTOP SOLAR PV POWER SYSTEMS

Both bids should be submitted on the same date & time but in separate envelopes, sealed and super-scribed the name of the work on the envelope.

5. **Submission of tender:** The original tender copy issued should be submitted in the respective envelopes in the Tender Box kept at the office of The General Manager, Zonal Office, 'Baroda House', V-23, Vibhuti Khand, Gomtinagar, Lucknow – 226010. Tenders received after scheduled last date and time for submission of bids shall not considered whatsoever.
6. **Date of submission:** Sealed envelopes to be submitted on or before 20.12.2024 By 3:00 PM at the aforementioned address.
7. **Date of opening:** Technical Bid will be opened on 20.12.2024 at 3:30 PM at the aforementioned address. Opening of Price Bid will be duly notified after evaluation of technical bids.
8. **Pre Bid Meeting:** 10.12.2024 at 11:00AM; Venue: Bank of Baroda, Zonal Office, 'Baroda House', V-23, Vibhuti Khand, Gomtinagar, Lucknow – 226010.
9. Corrigendum/Addendum, if any shall be issued in Bank's Website Only.

The Zonal Manager, Bank of Baroda, Zonal Office,  
'Baroda House', V-23 Vibhuti Khand, Gomti Nagar,  
Lucknow - 226010

Place: Lucknow

Date:



## TENDER FOR SUPPLY OF OFF GRID ROOFTOP SOLAR PV POWER SYSTEMS

### Checklist for Enclosures (Vendor should fill up YES or NO without fail)

	<b>Bid Enclosures</b>	<b>YES or NO</b>
1.	Whether the Tender is submitted in <b>Two covers Technical Bid and Price Bid?</b>	
2.	Whether Two covers along with EMD cover in Technical Bid are put into an outer cover?	
<b>3.</b>	<b>Whether Technical Bid (Envelope- A) contains the following</b>	
3.1	Vendor's undertaking covering letter in the Letter Head shall be signed by the authority, stamped and submitted.	
3.2	Signed and stamped Letter of Authorization or Power of Attorney for signing the Tender document shall be submitted.	
3.3	All sections covered in the Tender document in full shall be signed by the authority, stamped and submitted	
3.4	Earnest Money Deposit (EMD) amount as specified in the Tender shall be submitted	
3.4a	In case of claiming exemption from EMD, valid document/ certificate for exemption of EMD from NSIC/Similar Government authorities shall be submitted	
3.5	Filled up Technical Bid and Profile of Vendor shall be signed by the authority, stamped and submitted	
3.6	Unfilled price bid format shall be signed by the authority, stamped and submitted	
3.7	All supporting documents for proving the Eligibility Criteria shall be signed by the authority and stamped in all pages	
<b>3.8</b>	<b>Supporting documents to meet the Eligibility Criteria</b>	<b>YES or NO</b>
	a) All the supporting documents to meet the Eligibility Criteria as laid down in the Tender under Eligibility Criteria shall be signed by the authority and stamped	
	b) Vendor's Certificate of Incorporation or Registration	
	c) Balance Sheet and Profit & Loss accounts for the past three year should be submitted.	



**TENDER FOR SUPPLY OF OFF GRID ROOFTOP SOLAR  
PV POWER SYSTEMS**

	d) Clientele list for the SPV power plants installed	
4	<b>Whether Price Bid (Envelope-B) contains the following</b>	
	a) Filled Price Bid with signature and stamp in all headings shall be submitted	
5	Whether corrections or overwriting if any is attested? Pre Contract Integrity Pac	

Checklist should be enclosed in technical bid

**SIGNATURE OF THE TENDERER**



## TENDER FOR SUPPLY OF OFF GRID ROOFTOP SOLAR PV POWER SYSTEMS

### **APPENDIX-I - ELIGIBILITY CRITERIA FOR QUALIFICATION FOR OPENING OF PRICE BID**

<b>SR</b>	<b>PRE-QUALIFICATION</b>	<b>REQUIRED DOCUMENTS</b>
1	The Bidder should be engaged in Solar Photo Voltaic Power business including supplying, installing, commissioning, maintaining and monitoring of such equipment's installed sites in India for at least the last three financial years i.e. 2021-22, 2022-23, 2023-24, and should have a national presence.	i. Copy of registration and certificate of incorporation of business/Certificate of commencement of business if public ltd co. ii. List of Zonal/State wise offices.
2	The Bidder should have successfully Installed, minimum 40 Remotely Monitored Solar Power System with minimum capacity of 10 KVA, in last 5 years preferably in PSU Banks/Financial Institutions. The certificate to this effect from the organization/s where the bidder has installed the equipment along with a letter of satisfaction should be furnished along with Technical bid.	i. Details of installed sites with full address to be submitted. ii. Purchase order from organization regarding number of sites installed. iii. Letter of satisfaction from organizations where bidder has installed SPS equipment. iv. Sample of Monitoring Report to be enclosed.
3	Bidder should have an average annual turnover of Rs. 120 lacs, during last three consecutive financial years (Audited balance sheet for 2021-22, 2022-23 and 2023-2024). This Turnover should be from Solar Business Only.	Copies of CA certified Audited balance sheet for the FY 2021-22, 2022-23 and 2023-2024 and the overall turnover and the turnover from Solar Business to be separately certified by Chartered Accountant for each of the financial years mentioned above.
4	Bidder should have earned Profit during each of the last three financial years, i.e. 2021-22, 2022-23 and 2023-2024.	Copies of CA certified Audited statement of accounts & balance sheet for the FY 2021-22, 2022-23 and 2023-2024 and the operating profit statement to be separately certified by Certified Chartered Accountant.
5	Bidder must be in position to provide total support for complete system including components of Solar PV Module, Inverter & Battery etc. An undertaking to this effect must be submitted along with Technical Bid. Detailed technical specifications of each component of PV Solar Power system must be submitted in the technical bid with an undertaking that the proposed system will perform as per the Operational requirement	List of support/service centers with complete addresses and contact numbers of support staff to be submitted.  An undertaking need to be submitted stating that, the firm shall ensure to provide proper service in the area where installations are being made.
6	The bidder should have: • PAN card • GST Registration	Copies of PAN card, GST Registration to be submitted.



## TENDER FOR SUPPLY OF OFF GRID ROOFTOP SOLAR PV POWER SYSTEMS

7	The bidder, bidding for the above tender, should not have been black listed or been expelled from any project or have had their contract terminated for any breach by any Government Authority / Corporate Institutions or Public Sector Undertaking (PSUs), otherwise their bid will not be considered.	Certificate from company Secretary or external auditor to be submitted.
8	The Bidder should ensure that there are no pending cases against the bidder involving cheating/fraudulent activities.	Certificate from company secretary or external auditor to be submitted.
9	Name and address of Bankers ( Solvency certificate for `50 lacs from bank to be enclosed for indicating satisfactory financial capacity of the organization	Solvency Certificate
10	The Centralized Monitoring system should be capable of monitoring UPTIME to ensure that power is available to the Branch during banking hours (as specified by the Bank), The solution so provided must have facility for downloading reports in PDF, excel, doc etc. formats.	<ul style="list-style-type: none"><li>• Sample of Monitoring Report to be enclosed.</li><li>• Details of installed sites with full address to be submitted.</li></ul>

The tenderers are requested to submit all the documents required for stipulated eligibility criteria at the first instance itself. **Tenders which do not contains the documents required for stipulated eligibility criteria of the tender are liable to be summarily rejected without issuing any notice.**

**SIGNATURE OF THE TENDERER WITH SEAL**



## TENDER FOR SUPPLY OF OFF GRID ROOFTOP SOLAR PV POWER SYSTEMS

### APPENDIX II – IMPORTANT TERMS AND CONDITIONS OF THE TENDER

Validity of Contract	10 Years, which may be further extended with the mutual consent with the Bank.
Date of commencement	Date of issue of work order.
Liquidated damages for delay	As per penalty clause
Payment terms	No mobilization advance amount will be paid to the firms.  The payments will be commenced after installation and successful working of the solar power plants at Bank's Branch
Deductions for Non Performance of Solar System	<b>As per the Penalty clause of General Terms And Conditions</b>
EMD	<b>Rs. 4,00,000/- by way of Demand Draft</b> of a scheduled bank drawn in favour of "Bank of Baroda" payable at Lucknow. However, those who have exemption certificate from NSIC/Similar Government authorities as per provision of MSME Act will be exempted from submission of EMD subject to the submission of valid Document/certificate to that effect.
Initial Security deposit	As per the "General conditions of the Contract"
Arbitration	As per the "General conditions of the Contract"

**Note:** Request for alteration in the commercial terms of the tender will not be entertained. Tenders which do not comply the Commercial terms of the tender are liable to be summarily rejected.

**SIGNATURE OF THE TENDERER WITH  
SEAL**





## TENDER FOR SUPPLY OF OFF GRID ROOFTOP SOLAR PV POWER SYSTEMS

### GENERAL RULES AND INSTRUCTIONS FOR THE GUIDANCE OF TENDERER

Sealed Tenders are invited from the System Integrator and/ or OEMs by Bank of Baroda, hereinafter known as the Employer and also as Bank, for Supply of Solar Power from OFF Grid Rooftop Solar PV Power Plants (OPEX Model) at identified Bank of Baroda Branches.

S. No.	Item	Description Details
1	Location of the Branch	Bank of Baroda Branches(approx. 102 branches) as per requirement of the bank on Zone basis.
2	Minimum Operational Operational Branch/ATM	Minimum 8 Hr. Power supply from Off Grid Solar Power System to run electrical connected load in the Branches, in case of full availability of Sunlight.
3	Nature/Size of Branches	<b>Small/Medium Branches in rural/semi-urban/Urban/Metro areas</b>
4	Contracted Period	The Contract/ Agreement shall be valid for a period of 10 Years from date of supply of solar power (Electricity) at Bank of Baroda Branch. Bank of Baroda at its option may extend the contract for further 5 Years, on mutually agreed terms and conditions or float a fresh tender at its absolute discretion and this does not constitute a commitment on the part of the bank for the extension of contract.
5	Scheduled Delivery Date	As per penalty clause
6	Delivery Points	Bank of Baroda Branches- as per requirement of the bank. On Zone Basis.
7	OPEX Model under Solar Rooftop Plants	The Vendor shall be responsible for supply, installation, testing and commissioning, periodic maintenance, attending to the service call request from the branch and replacement of spare parts for solar rooftop system with all necessary accessories i.e Electrical/Electronic components/cables/Solar Panels/Batteries/Inverters etc).
8	Priority for supply of power to the Branch	The Proposed system is intended to power the electrical equipment of the branch including ATM with solar energy during the day time. In case of any failure in providing the power due to bad/ insufficient sunlight, power should be available through conventional Mains electric supply. In case Solar/Mains Power is not available, then from adequately installed Battery Bank without interrupting the working of branch. The entire system will be on Hybrid Model
9	Existing Generator in the Branch	The solar system will be a substitute to the existing power backup i.e.Diesel generator. Therefore, bidder will facilitate to remove the existing DG after the Solar System with one month of installation, wherever Main Grid Power is available. In case of



## TENDER FOR SUPPLY OF OFF GRID ROOFTOP SOLAR PV POWER SYSTEMS

		any exigencies due to bad weather or any other reason, the bidder has to arrange alternate backup at its own cost. Hence, the bidder should arrange noise free DG on its own and place it on premises by default. The same should be run in case of requirement. Solar system will run the load and devices mentioned as per the TABLE – 1.
10	Minimum Guaranteed UP Time	The vendor should undertake to guarantee minimum uptime of 98% on monthly basis on the Branch load.
11	Early Warning System for Backup Time	The system should provide a mechanism to indicate the remaining backup time if it goes below one Hr.  This indication/Alarm should be visible/audible type installed at a prominent place in branch.

**TABLE - 1**

Sno.	UPS Capacity	Solar Panel (Minimum)	Battery Backup	Electrical Load Connected
1	12 KVA	12 KWp	50000 VAH	Upto 8 PCs (including ATM) + Printers+ Fans+ Lights+ CCTV setup+ Two ACs.

2. Tender documents consisting of specifications, schedule of quantities of the various items of work to be done and the set of terms and conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents will be send through registered post.

3. The tender concept is "TWO BID/ENVELOPE CONCEPT" and it has to be submitted as such. It should be always be placed in sealed cover, with the name of the project written on the envelope mentioning "Technical Bid" and "Price Bid" as the case may be and submitted in two different sealed envelopes simultaneously on the prescribed date and time mentioned in the Notice Inviting Tender (NIT) to THE General Manager, Bank of Baroda, Zonal Office, 'Baroda House', V-23 Vibhuti Khand, Gomti Nagar, Lucknow -226010

The date for opening the price bid will be intimated subsequently only to such firms whose technical bids are found suitable. The TENDERER is requested to participate during the opening of the tender.

3.1. The two envelope are classified as,

(1). The Technical Bid and

(2). The Price Bid.

3.2. The first envelope super-scribed as "Technical Bid" should be submitted in a sealed envelope containing all the following details:



## TENDER FOR SUPPLY OF OFF GRID ROOFTOP SOLAR PV POWER SYSTEMS

- i). All the schedules of the tender document, tender drawings if any & technical & commercial details of the proposed system equipment with its components & all other attachments other than the Bill of Quantity (Price Bid).
- ii). The tender,(i.e. in the envelope containing the Technical Bid) shall be accompanied by earnest money of Rs. 4,00,000/-/(Rupees Four Lakhs only) by way of Demand Draft of a Scheduled Bank issued in favour of "Bank of Baroda Bank" payable at Lucknow. However, those who have exemption certificate from NSIC/Similar Government authorities as per provision of MSME Act will be exempted from submission of EMD subject to the submission of valid document/certificate to that effect.

**No interest shall be allowed on the Earnest Money. Tenders without Earnest Money shall be rejected.**

**SUBMISSION OF THE EMD IN THE PRICE BID ENVELOPE SHALL RENDER THE TENDER BEING REJECTED ON THE GROUNDS OF NON SUBMISSION OF THE EMD.**

4. The second envelope super scribed as "Price Bid" should be sealed and submitted on the same given date and time simultaneously along with technical bid. Non submission of the same along with technical bid shall automatically render the entire tender being rejected. This envelope should contain duly filled in Bill of quantities (enclosed in the tender document) with values written in words and figures, and as detailed elsewhere in the tender documents.
5. The time allowed for carrying out of the work will be not exceeding the period specified in the NIT.
6. The contractors should quote in figures as well as in words the rate, and amount tendered by them. The amount for each item should be worked out and the requisite totals given. **The rates quoted shall be all inclusive rates for the item of work described, including materials, labour, tools & plant, carriage & transport, supervision, overheads & profits, mobilising and other charges whatsoever including any anticipated or un-anticipated difficulties etc. complete for proper execution of the work as per drawings and specifications and no claim whatsoever for any extra payment shall be maintainable.**
7. When a contractor signs a tender in an Indian language, the percentage above or below and the tendered amount and the total amount tendered should also be written in the same language. In the case of illiterate contractors the rates or the amounts tendered should be attested by a witness.
8. Issue of tender form / documents is as per the NIT.
9. The acceptance of a tender will rest with the Employer which does not bind itself to accept the lowest tender, and reserves to itself the authority to reject any or all of the tenders received without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.



## TENDER FOR SUPPLY OF OFF GRID ROOFTOP SOLAR PV POWER SYSTEMS

10. THE EMPLOYER RESERVES THE RIGHT TO ACCEPT THE TENDER IN FULL OR IN PART AND THE TENDERER SHALL HAVE NO CLAIM FOR REVISION OF RATES/OTHER CONDITIONS IF HIS TENDER IS ACCEPTED IN PART.

11. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.

12. All rates shall be quoted on the proper form of the tender alone. Quoted rates and units different from prescribed in the tender schedule will be liable for rejection.

13.1 Special care should be taken to write the rates in figures as well as in words and the amounts in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words.

While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line. However, if a discrepancy is found;

- i). the rates which correspond with the amount worked out by the tenderer shall unless otherwise proved be taken as correct. (OR)
- ii). if the amount of an item is not worked out by the tenderer or it does not correspond with the rates written either in figures or in words then the rate quoted by the tenderer in words shall be taken as correct. (OR)
- iii). where the rates quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rates quoted by the tenderer will unless otherwise prove be taken as correct and not the amount.

13.2 In the case of any errors or omissions in the quoted rates, and if the tender is issued in duplicate, the rates quoted in the tender marked "Original" shall be taken as correct rates.

13.3 All corrections such as cuttings, interpolations, omissions and over-writings shall be number as 'c', 'i', 'o' and 'ow' and initialed and total of such c, i, o and ow on each page certified at the end of the page with grand total at the end of the bill/schedule of quantities.

14. An item rate tender containing percentage below / above will be summarily rejected. However, where a tenderer voluntarily offers a rebate for payment within a stipulated period, this may be considered.

15. Sales tax, service tax, work contract tax, or any other tax, any royalties, import duty, other duties if any, levies, cess, entry tax, Octroi, profession tax, Sales Tax, purchase tax, turnover tax, or any other tax on material or finished work in respect of this contract shall be payable by the tenderer and the Employer will not entertain any claim whatsoever in respect of the same, and nothing extra shall be paid/reimbursed for the same subsequently **with exception specified in the clause 8 of the General Conditions of the contract of this tender.** Goods & Service Tax shall be paid extra by the Bank.



## TENDER FOR SUPPLY OF OFF GRID ROOFTOP SOLAR PV POWER SYSTEMS

16. The contractor shall give a list of his relatives, if any, working with the Employer along with their designations and addresses.
17. No employee of the employer is allowed to work as a contractor for a period of 2 years of his/her retirement from the employer services, without the previous permission of the employer. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the employer as aforesaid before submission of the tender or engagement in the contractor's service.
18. The tender for the works shall remain open for acceptance for a period of 90 days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Employer, then the Employer shall, without prejudice to any other right or remedy, be at liberty to forfeit full value of the earnest money as aforesaid.
19. The tender for the work shall not be witnessed by a contractor or contractors who himself / themselves has / have tendered or who may and had/have tendered for the same work. Failure to observe this condition would render tenders of the contractors tendering as well as witnessing the tender liable to summary rejection.
20. It will be obligatory on the part of the tenderer to tender and sign the tendered documents for all the component parts and that, after the work is awarded, he / they will have to enter into an agreement for each component with the competent authority of the Employer. Further the tenderer shall agree that until a formal agreement on stamp paper and signed, this tender shall constitute a binding contract between the tenderer and the Employer.
21. The tenderer, apart from being a competent contractor must associate himself with agencies of appropriate class who are eligible to tender for other related works connected directly or indirectly with the contract and employed by the employer.
- 22.1. The Employer does not bind itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
23. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Employer shall be communicated to the Employer.
24. **Method of Evaluation of tender:** All the competitive tenders will be received on the specified date and time. On the same day or on specified date & time in event of any compelling circumstances, the tender will be opened in the presence of the available tenderer.
- 24.1 Both the envelope superscribed as " Technical Bid" and "Price Bid " will be simultaneously accepted, but the envelope superscribed as "Technical Bid " alone will be opened and details of EMD etc., shall be recorded, while the Price Bid shall be maintained in the safe custody of the Employer.



## TENDER FOR SUPPLY OF OFF GRID ROOFTOP SOLAR PV POWER SYSTEMS

24.2 Incomplete offers and offers not accompanied by the mandatory documents and EMD shall be rejected.

24.3 As part of the Technical evaluation, the Bank may at its discretion, ask the tenderer to conduct POC (Proof of Concept) in 5 Branches for a period of 1 month. 15 days additional to be provided for installation. During the POC, the tenderer shall be required to fully demonstrate the capability of the system along with Remote Monitoring to the satisfaction of the Bank. After the technical evaluation, such of those tenderer found technically acceptable will be short listed and their envelope containing " Price Bid " shall be opened on a given date and time in presence of the short listed tenderers with prior notice to them. The tenderers are expected to attend the tender opening and their inability in participating will not in any way prevent the employer undertaking the opening of the bids.

24.4 During the course of technical evaluation if found necessary the Employer may seek supplementary price bids to bring the evaluation at par and any such price bids shall be prepared as stated in the tender and submitted in sealed envelopes superscribing "Supplementary Price Bid for the project of.....". Such supplementary price bid shall be opened simultaneously with the original price bid on the prescribed date and taken into consideration in its evaluation.

24.5 Voluntary submission of the supplementary price bid by the contractor / tenderer shall not be accepted and supplementary bids shall be limited to the details sought for by the Employer only. Any other un-related price variations furnished in supplementary price bids shall not be recognised and might be liable for rejections if undue information are furnished.

24.6 In case of other un-successful tenderers, the sealed Price bid along with EMD shall be returned. No interest shall be paid on EMD amount irrespective of the time taken for processing bids. The Employer reserves the right to accept or reject any of the offers without assigning any reason and no dispute or negotiation will be entertained in this regard. The Employer's decision will be final in the matter.

25. The notice inviting tender, general rules & instructions for the guidance of tenderers shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 14 days from the stipulated date of start of the work sign on a stamp paper the contract consisting of :-

- (a) Standard form of Agreement on stamp paper.
- (b) Notice inviting tender, all the documents including tender, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto. General Conditions, Schedules leading to Technical Specification, Special Conditions, Technical Brochures in schedules submitted by the tenderer etc.,
- (c) Price Bid / Schedule Bill of Quantities.



## TENDER FOR SUPPLY OF OFF GRID ROOFTOP SOLAR PV POWER SYSTEMS

### TENDER - OFFER

I/We have read and examined the Notice Inviting Tender, prequalification criterion, proforma filled in by the successful Contractor, Schedules, Specifications Applicable, Drawings and Designs, General Rules and Instructions, General Conditions of Contract, Special conditions, Schedule (Bill) of quantities in Price Bid, and all other documents referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work and supply of solar power specified for the Employer within the time specified at the rates specified in the attached Price Bid viz., schedule of quantities and in accordance in all respects with the specifications, designs drawings and instructions in writing referred to in the General Rules and Instructions, General Conditions of Contract and in all respects in accordance with, such conditions so far as applicable.

I/We agree to keep the tender open for **90 (Ninety days)** from the due date of submission thereof and not to make any modifications in its terms and conditions. A sum of **Rs4,00,000/-** is hereby forwarded as earnest money in form of Demand Draft of Rs **4,00,000/-** (Name of the issuing Schedule Bank) bearing no..... and date . .....

In the event of my / our failure to commence the work on the specified date after award I/We agree that the Bank shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely otherwise the said earnest money shall be retained by it towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein.

I/We hereby declare that I/We treat the tender documents, drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any persons other than a person to whom I/We am

/are authorised to communicate the same or use the information in any manner prejudiced to the safety of the State / the Employer.

I/We fully understand that you are not bound to accept the lowest or any tender you may

receive. Shri. , Partner/Proprietor/Authorised representative of the Company, is the person authorised to negotiate commercial, technical terms & conditions & sign on behalf of the firm any Agreement, Bills & receipts for this work.

I/We agree that until a formal agreement on stamp paper is prepared and signed, this tender with your written acceptance thereof shall constitute a binding contract between us.

Dated the: .....day of ..... 2024



**TENDER FOR SUPPLY OF OFF GRID ROOFTOP SOLAR  
PV POWER SYSTEMS**

Signature of Contractor

Name & Address:

Witness,

Full Postal Address  
including

Pin Code NO  
..... &  
Telephone NO

1.

2.





**ACCEPTANCE**

The above tender (as modified by us or negotiations as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Employer for a sum of Rs.

(Rupees

\_\_\_\_\_

)

\_\_\_\_\_

The letters referred to below shall also form part of this contract agreement: a)

b)

c)

Dated this \_\_\_\_\_ day of 2024

For & on behalf of the Employer

Signature :\_ \_\_\_\_\_

Designation: \_\_\_\_\_



## GENERAL CONDITIONS OF CONTRACT

Except where provided for in the description of the individual items in the schedule of quantities and in the specifications and conditions laid down hereinafter and in the Drawings, the work shall be carried out as per standard specifications and under the direction of the Employer.

### 1. DEFINITIONS / INTERPRETATIONS :-

i). The 'Contract' means the documents forming the tender and acceptance thereof and the agreement duly executed between the Employer and the Tenderer, together with the documents referred to therein including those conditions, the specifications, schedule of quantities, tender agreement, designs, drawings and instructions issued from time to time by the Engineer-in-Charge. All these documents taken together, shall be deemed to form one contract and shall be complementary to one another.

ii). In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them :-

a) The ' Firm', 'Tenderer' or 'Supplier' or 'Contractor' shall mean the individual Kartha, or Manager of HUF, firm or Company, whether incorporated or not, undertaking the works and shall include the legal heirs/representatives of such individual or the partners composing firm and their legal heirs and successors, or company's authorised and constituted attorneys/agents and permitted assignees of such firm or company.

b) The 'Employer' or 'Bank' or 'Purchaser' means any officer of the Bank of Baroda, who is specifically authorised to enter into contracts in respect of the above works.

c) The 'Consultant' means the specialized Consultant/agency appointed by the Bank for the project i.e, NA . The 'Engineer-

---

in-Charge' means the Senior Manager, or Officer, / Engineer and/or Site Engineer who shall supervise and be in-charge of the work or any other authorised representative or person specifically deputed by the Employer wherever they are employed from time to time by the Employer.

d) "Contract Value" shall mean the final accepted rates in the Price Bid

e) 'Date of Contract' means the 'Calendar date on which the Employer and Contractor have signed the Agreement on the Stamp Paper.

f) "Accepting Authority" shall mean the General Manager, Bank of Baroda, Zone Office, Lucknow.



'Approval' wherever used in the specifications or schedule of Quantities shall mean, respectively, approved by or approval of the 'Accepting Authority' in writing.

g) 'Appellant Authority' shall mean The General Manager, Zonal Office, Lucknow of the Bank (the Employer). Who shall also be the authority to consider any extension of time or compensation as defined in clause hereunder.

h) 'Notice in writing' or 'written notice' shall mean a notice in writing typed or printed characters delivered to or sent by registered post to the last known address private or business address or registered office address, and shall be deemed to have been received when in ordinary course of post it would have been delivered, and/or delivered personally, or otherwise proved to have been received.

i) 'Virtual completion' shall mean that the work/installation is complete in all respects in the opinion of the Employer and for which the completion/clearance certificate has been issued by the Engineer -in-charge and the installation is fit for usage.

j) 'Drawings' shall mean all drawings and/or design drawings furnished by the tenderer / sketches duly signed by the authorised Engineer-in-charge on behalf of the Employer before commencement or during the progress of the work.

k) 'Letter of Acceptance' shall mean an intimation by a letter issued by the Accepting Authority of the Employer to tenderers that his tender has been accepted in accordance with the provisions in the said letter.

l) "Warranty period" or "Defect Liability period (DLP)" shall mean a period of 1 year from the certified date of virtual completion issued by the Engineer-in-charge and accepted by the Employer.

m) "Site" shall mean the branches coming under Uttarpradesh State where the solar power plant is to installed and commissioned as per tender by the employer for the firm's use.

## **2. SCOPE OF WORKS TO BE CARRIED OUT::**

2.1 To install, test, configure, commission, monitor and maintain the solar power systems at various locations identified by the Bank at vendor's cost. (As per technical specifications).

2.2 The rates will be valid for a period of 10 years from the date of agreement signed with the Bank.

2.3 To specify the various infrastructure requirements that has to be provided for commissioning and smooth functioning of the equipment. This will include requirements of space at the site and power. However, Earthing at the site is to be provided by the Bank.



2.4 The Bank reserves the right to shift the system to a suitable location depending upon the need. The vendor will arrange to shift the equipment and install and commission the same. In such cases the Bank will bear transportation & transit insurance cost only.

2.5 Vendor should undertake to provide maintenance support to equipment and arrange for spare parts.

2.6 Obtaining of the Road permits, form-32, other security forms etc will be the sole responsibility of the vendor. However, Bank will sign the necessary forms, as per the requirements.

2.7 The vendor should undertake to guarantee minimum uptime of 98% on monthly basis. The report format may be modified from time to time in keeping with the requirements.

2.8 Vendor to provide to the Bank the daily MIS report in the format as designed by the Bank. This report format may be modified from time to time in keeping with changing regularity requirement, to which vendor should be agreeable.

2.9 The vendor shall provide free maintenance services. Professionally qualified personnel who have expertise in the solution supplied by the vendor will provide these services. During the maintenance period also the Vendors shall guarantee, on monthly basis an uptime of 98% to the entire solution proposed. The maximum response time for maintenance complaint from the site of installation (i.e. time required for vendor's maintenance engineers to report to the installation site after a request call/fax/email is made or letter is written to the concerned Branch/ Office) shall not exceed 4 (four) hours. Further the vendor shall keep sufficient number of systems in stock so that the damaged system is replaced within 7 days TAT.

2.10. The vendor will be responsible for doing the required civil and structural works for making the system fully operational. All electrical / data cabling to connect the solar power systems, Battery Bank & Invertors shall be vendor responsibility. All these costs should be included in the tentative commercial Bid.

2.11 Vendor should have set up in such a way that, they can cater to the need of all installed sites.

2.12 Bidder should take all necessary steps while designing the Solar Power system keeping in view the branch location including local grid power supply, so that it is able to provide stable power for smooth functioning of the branch load.

2.13 The existing UPS, along with batteries, will be replaced by the system provided by the bidder. Bank may relocate the same in other office/Branch, as per requirement.

2.13 The work to be carried out under the contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works.



2.14 The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawing being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.

2.15 If there are varying or conflicting provisions made in any one or more document(s) forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on contractor.

2.16 Any error in description or any omission there from shall not vitiate the Contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

#### **4. TENDERS ::**

4.1 The entire set of tender document issued to the tenderer should be submitted fully priced and also signed on the last page of respective chapter (this shall be acceptance of all the pages of the tender and its stipulations) together with initials on every page. Notwithstanding this, Initials / signature in every page will indicate the acceptance of the tender papers by the tenderer. (Also refer point no.15 of General Rules & Instruction for guidance of tenderers)

4.2 No modifications, writing or corrections can be made in the tender papers by the tenderer, but he may at his option offer his comments or modifications in a separate sheet of paper attached to original tender papers.

4.3 The tenderers should note that the tender is strictly on item rate basis and their attention is drawn to the fact that the rates for each and every item should be correct, workable and self-supporting.

4.4 If called upon by the Employer, detailed analysis of any or all the rates shall be submitted. The Employer shall not be bound to recognize the contractor's analysis.

4.5 The Tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the price bid, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

#### **5. SIGNING OF CONTRACT & AGREEMENT::**

5.1 The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 14 days from the stipulated date of start of the work sign the contract consisting of :-

- a) Standard form of agreement on stamp paper, the notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- b) Standard tender form consisting of::



- i) Notice inviting tender, eligibility criteria, General Rules and Instructions.
- ii) General Conditions of contract and clauses of contract along with Annexures thereto, like specification, special conditions etc.
- iii) Bill of Quantity and Price Bid.

5.2 Contractor shall sign an Indemnity Bond in Bank's approved format (FORMAT ATTACHED) before starting the work, indemnifying the Bank from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work, non fulfilling safety precautions, faulty construction and for violating any statutory rules and regulations for which the contractor shall be solely responsible.

5.3 The contractor shall pay for all stamps and legal expenses, incidental thereto.

## **6. PERMITS AND LICENCES::**

6.1 Permits and licenses for the release of materials or its purchases which are under Government control will be arranged by the contractor. It may be clearly understood that no compensation or additional charges can be claimed by the contractor for non-availability of such materials in due time on this account or according to his own requirements.

6.2 The contractor may, however, be eligible to a proportionate extension of time on this account which in the opinion of the Employer is reasonable.

## **7. GOVERNMENT AND LOCAL RULES::**

The contractor shall conform to the provisions of all local bye-laws and acts relating to the work and to the regulations etc. of the Government and Local Authorities and of any Company whose system and design is proposed to be connected / utilised. The cost, if any, shall be deemed to have been included in his quoted rates, taking into account all liabilities and shall indemnify the Employer against such liabilities and shall defend all actions arising from such claims or liabilities.

## **8. TAXES AND DUTIES ::**

The tendered cost must include all duties royalties, cess and sales tax or any other taxes or local charges if applicable. No extra claim will be entertained with exception herein specified below.

i). The tenderers must include in their tendered cost all duties royalties, cess, Work contract tax, Service tax and sales tax or any other taxes or local charges like octroi etc. No extra claim on this account will in any case be entertained. Goods & Service Tax shall be paid extra. However, pursuant to the Constitution ( Forty Sixth Amendment) Act, 1982, if any further new tax, royalties cess or levy is imposed by Statute, and any Central Excise Duty by the Central Government on the Main Equipment and not on any type of sub-components or material involved in its manufacture or on installation materials like piping or electrical cabling, its switch gears etc., after the date of receipt of tenders, and the contractor there upon necessarily and properly pays such taxes / levies the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Employer ( whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor. On



account of any downward revision of such taxes / levies, the benefit shall be passed on to the Employer and shall be binding on the contractor even without the claim by the Employer.

ii). The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Employer and / or the Engineer-in-charge and further shall furnish such other information / document as the Employer may require from time to time.

iii). The contractor shall, within a period of 30 days of the imposition of any such further tax / levies, described above, give a written notice to the Employer that the same is given to pursuant to this condition, together with all necessary information relating thereto.

For this purpose the tenderers are requested to furnish the present tax structures separately with the Technical bid.

9. No optional items should be quoted in the tender.

#### **10. Splitting of Order:-**

The Bank reserves its right for splitting scope of work between two service providers. The splitting of the order will be in 60:40 ratios, provided the L2 service provider agrees to match the rates quoted by L1 service provider and agrees for all the terms and conditions. In case L2 service provider is not willing to match L1 rates, Bank will call L3, L4 service providers etc., in that order to step into the shoes of L2 service provider. In the event of L3, L4 etc., service provider not matching the L1 rates the entire quantity will be awarded to L1.

11. The identified Bidder shall arrange to install Solar Panels on Rooftop after obtaining necessary NOC (No objection Certificate) from Landlord. Bank shall not arrange for providing NOC from the Landlord.

#### **12 OTHER PERSONS OR AGENCIES ENGAGED BY THE EMPLOYER::**

The Employer reserves the right to execute any part of the work included in this contract by other agency or persons and contractor shall allow reasonable facilities and use of his facilities for the execution of such work. The main contractor shall extend all co-operation in this regard.

Wherever the work is proposed in co-ordination with other agencies, the contractor shall co-operate with the schedule of works in such a manner as worked out by the Architect / Engineer-in-charge of the Employer.

13 All the equipment being used viz. Solar Panels, MCBs, wires (FRLS), cables, UPS, Batteries etc. should have all relevant certification/standards (UL, ISI, IEC etc.) as per Industrial standards. The make/specifications of such materials being used shall be as per the discretion of the Bank. The identified vendor shall get such parameters approved by the Bank before start of work.

#### **11. EARNEST MONEY & TOTAL SECURITY DEPOSIT::**

Earnest Money Deposit: The tenderer will have to deposit the specified amount of earnest money as detailed in the notice inviting tender at the time of submission of tender. However, those who have valid registration with MSME as on the date of submission of bids are exempted from



payment of EMD. However, those who have exemption certificate from NSIC/Similar Government authorities as per provision of MSME Act will be exempted from submission of EMD subject to the submission of valid document/certificate to that extent.

No interest will be paid on the earnest money. The earnest money of unsuccessful tenderers will be refunded without any interest soon after the decision to award the work is taken or after the expiry of the validity period of the tender.

EMD of the successful tenderer shall be kept as initial security deposit. The Security Deposit will not yield any interest & shall be held at Bank's end for the duration of the contract period. It shall be refunded to the contractor without any interest within fourteen days after the issue of certificates of virtual completion, after deducting any sum due from the contractor on any account under this contract.

### **12 CONTRACTOR TO PROVIDE EVERY THING NECESSARY::**

i). The contractor shall adhere to central/ state government for the proper execution of the work according to the intent and meaning of the design parameters, technical specifications, drawings and schedule of quantities. Based on the details furnished in the Notice Inviting Tender The contractors should undertake their own assessment and design the plant and system required. If the contractor finds any discrepancies furnished it shall immediately brought to the notice of the Employer.

iii). The employer shall on no account be responsible for the expenses incurred by the contractor during the progress of work at site, towards any incidental expenditure like medical amenities to the workers at site, security arrangement etc. The employer shall not be responsible for the safety of the workers at site either on account of the works executed by the contractor or on account of the works executed by any other agency involved at that time.

iv). The Employer on no account shall be responsible for storage of materials or loss or pilferage or theft either in respect of the material stored or material already built and paid for by the Employer.

v). The contractor shall at all times give access to workers employed by the Employer.

vi). All tools, equipments and other required facilities for execution of work shall be provided by the contractor.

vii). Any facilities available at site shall be utilized only with prior permission of the Employer or the in-charge of the site / building owner and cannot be taken as granted and for such services utilises the Employer is entitled to charge at his discretion

13.2 No extra charges shall be paid over and above what has been quoted for any of the above or for similar such services.

### **13. TIME OF COMPLETION, EXTENSION OF TIME & PROGRESS CHART::**

i). Time of Completion: Sites to be installed within a period of 4 weeks from the date of order, Within the validity period. However please note, Time for feasibility study of the identified Site shall be within -1- week from the date of intimation by the Bank (this 1 week shall be in addition





to the aforesaid 4 week's time). Please note, no extra payment shall be paid by Bank for carrying out the feasibility study

The entire work is to be completed in all respects within the stipulated period. The work shall be deemed to commence from the date of issue of purchase order from the date of acceptance letter or date of handing over site, whichever is earlier. Time is the essence of the contract and shall be strictly observed by the contractor.

The work shall not be considered as complete until the Employer have certified in writing that the work has been virtually completed and defect liability period shall commence from the date of such certificate.

ii). **EXTENSION OF TIME::**

(a) The time allowed for execution of the Works by the Contractor as specified or the extended time in accordance with these conditions shall be the essence of the Contract. If the contractor commits default in the execution of the work as aforesaid, the Employer shall without prejudice to any other right or remedy available in law be at liberty to forfeit the earnest money absolutely.

(b) Request for extension of time, to be eligible for consideration, shall be made by the contractor to the accepting authority in writing within fourteen days of the happening of the event causing delay. The contractor shall also, if practicable, indicate in such a request the total period for which extension is desired, overlapping period, if any, with earlier events causing delays.

(c) In such case the authority may allot a fair and reasonable extension of time for completion of work. Such extension shall be communicated to the contractor by the Employer in writing, within 3 weeks of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Employer and this shall be binding on the contractor.

(d) The decision of the Employer for an extension of time for completion hereunder ( which decision shall be final and binding on the contractor) shall be promulgated on completion of the work or at the conclusion of such events based on which the extension of time was sought by the contractor, and the Employer shall then, in the event of an extension being granted, determine and declare the final completion date. The provision in clause with respect to payment of Liquidated Damages shall, in such case, be read and construed as if the extended date fixed by the Employer were substituted for and the damage shall be deducted accordingly.

iii). **Progress of Work :**

During the period of work, the contractor shall maintain proportionate progress on the basis of a programme chart submitted by the contractor or prepared by the Engineer in charge whoever is responsible for such programme of work. Contractor shall plan for procurement of materials, equipments well in advance and reflect the same in a progress chart so that there is no delay on the part of the contractor in completion of the project. Maintenance and production of such records as and when required shall be the responsibilities of the contractor.

**14. LIQUIDATED DAMAGES::**

Time is the essence of the contract. Thus the tenderer shall be aware and take note that non-supply or commissioning of the equipment / system will affect the Banks committed programs and thus



the loss by way delayed services / completion of related works etc, are invaluable and cannot be easily assessed. Therefore, it is part of the agreed terms that in the event of any delay in completion of the work, the Bank is liable to charge the tenderer without the necessity of providing for any details of such losses suffered by the Bank.

14.1 If the contractor fails to maintain the required progress in terms of the contract or to complete the work and clear the site on or before the contract or approved extended date of completion, he shall, without prejudice to any other right or remedy of the Employer on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below or such smaller amount as may be fixed by the employer on the contract value of the work for every completed week that the progress remains incomplete.

14.2 The Employer shall have the right to adjust, / set-off against any sum payable to the contractor under this or any other contract with the Employer anywhere in India/outside India.

## **15. TOOLS, STORAGE OF MATERIALS, PROTECTIVE WORKS AND SITE OFFICE REQUIREMENTS::**

The contractor shall provide, fix up and maintain his establishment in an approved position at site and clear away on completion of the works and make good all works disturbed. The contractor shall not fix or place any placards or advertisement of any description or permit the same to be fixed or placed in or upon any hoarding, gantry, building structure other than those approved by the Employer. No fixtures or materials to be placed in such a manner that can be considered dangerous to the installation and to the persons working or passing by or visiting the site.

15.1 **Storage of materials** :The contractors shall make use of existing facilities with due permission of the Employer for storage of materials at site, but watch & ward arrangements for the safety of materials shall be the responsibility of the contractor.

**Additional covered space required if any, shall be arranged at the tenderer's own cost in the open space identified/ear marked by the Bank.**

## **16. NOTICE AND PATENTS OF APPROPRIATE AUTHORITY AND OWNERS::**

16.1 The contractor shall conform to the provisions of any Acts of the Legislature relating to the work, and to the regulations and bye-laws of any authorities, and or other Companies ( Indian or International), and / or Statutory Authorities, with whose system and design or technical know-how are/were proposed to have connection with this work. So also the contractor shall before making any variations from the drawings or specification that may be associated to so conform, give the Employer written notices specifying the variations proposed to be made and the reasons for making them and apply for instruction thereon. The Employer on receipt of such intimation shall give a decision within a reasonable time.

16.2 The contractor shall arrange to give all notices required for by the said Acts, regulations or Bye-laws to be given to any authority, and to pay to such authority or to any public officer all fees that may be properly chargeable in respect of the work and lodge the receipts with the Employer.

16.3 The contractor shall indemnify the Employer against all claims in respect of patent rights, royalties, damages to buildings, roads or members of public in course of execution of work and



shall defend all actions arising from such claims and shall keep the Employer aloof and indemnified in all respects from such actions, cost and expenses.

#### **17. CLEARING SITE AND SETTING OUT WORKS::**

17.1 The site of work shown shall be cleared of all obstructions, waste materials, rubbish of all kinds. All material damages on the place of work on the walls, ceiling or flooring or any other connected equipments, materials or installations shall be re-done to maintain the originality and leveled at the contractors own cost.

17.2 The contractors shall set out the works and shall be responsible for the true and perfect setting out the works and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error shall appear during the progress of any part of the work, the contractor shall at his own expenses rectify such error, if called upon to the satisfaction of the Employer.

#### **18. FIXING, FASTENING OF EQUIPMENTS::**

18.1 The contractor is to fix the equipments on the floor by means of appropriate method so that such equipments fixed on to the floor shall not fall by its own or by natural movements of wind, air normal human operations and shall adopt the best engineering traditions and use appropriate tools in such operations.

18.2 The contractor while fixing any material or equipment to be suspended from the ceiling, shall use fasteners of suitable strength to hold the weight of the suspended system/equipment or material and such fasteners shall be fixed by means of power drills. The contractor shall not chip the ceiling unless ordered & approved by the Engineer- in-charge.

18.3 The contractor shall not puncture the existing civil structures like beams, columns and shall not undertake any type of activity which could affect the structural stability. He shall be responsible for any damages and costs in its rectification.

#### **19. CONTRACTOR IMMEDIATELY TO REMOVE ALL OFFENSIVE MATTERS ::**

All waste materials and other matters of any offensive nature shall be taken out once the works are completed. The contractor shall keep the works free from dangerous materials like industrial gases, welding machines and any such devices or material of toxic and poisonous nature shall not carry within the site or building any material which are explosive in nature. Any such offensive materials which are essentially required in course of work shall be undertaken with due written permission of the Employer provided such materials are permissible under Law.

#### **20. ACCESS ::**

Any authorised representatives of the Employer shall at all reasonable times have free access to the works and / or to the workshops, factories or other places where materials or equipments are being prepared or constructed for the work and also to any place where the materials are lying or from where they are being obtained, and the contractor shall extend necessary facility to the Employer or their representatives for inspection examination and testing of the quality & workmanship of the materials.



## **22. REMOVAL OF IMPROPER WORK::**

22.1 The Employer shall during the progress of the work have power to order in writing from time to time the removal from the work within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Employer are not in accordance with specification or instructions, the substitution or proper re- execution of any work executed with materials or workmanships not in accordance with drawings and specifications or instructions.

22.2 In case the contractor refuses to comply with the order the Employer shall have the power to employ and pay other agencies to carry out the work and all expenses consequent thereon or incidental thereto as certified by the Employer shall be borne by the contractor or may be deducted from any money due to or that may become due to the contractor.

## **23. CONTRACTOR'S EMPLOYEES::**

23.1 The contractor shall employ technically qualified and competent supervisors for the work who shall be available (By turn) throughout the work and shall participate during site meetings and be available to take and comply with instructions of the Employer. In case of electrical works as per statutory Acts & Rules of Electricity Board and Electrical Inspectorate, the persons so employed shall have the requisite supervisory permit or wireman permit for appropriate nature of work undertaken.

### **23.2 No Child Labour :**

No labour below the age of eighteen years shall be employed on the work. In case of electrical works, the labour employed by the tenderer or their sub-contractor should be authorized person as permitted by the Chief Electrical Inspectorate office of the respective state Government. The Employer shall not be responsible for any deviation and the tenderers shall indemnify the Employer from any legal action or in any way directly or indirectly.

### **23.3 LABOUR LEGISLATION::**

The tenderer shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractors Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made there under from time to time.

23.4 The tenderer shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

23.5 The tenderer shall indemnify and keep indemnified the Employer against payments to be made under and for the observance of the laws aforesaid and the Contractors' Labour Regulations without prejudice to his right to claim indemnify from his sub-contractors. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.



### **23.6 COMPLIANCE OF LABOUR REGULATIONS:**

- i) The Tenderer shall at his own expense arrange for all the safety provisions for the safety of all workers and employees directly or indirectly employed on the work by the tenderer or his sub-contractors as mentioned in the Safety Code of this tender.
- ii) The Tenderer shall be fully responsible for compliance at his own expense all the labour regulations and rules to be observed by him and his sub-contractors and by the Employer as Principal Employer of workers. The Tenderer shall fully indemnify the Employer against any action by the state and/or Central Government for any default or alleged default by the Tenderer, Sub-contractor of any of such rules and regulations. If, due to any default of the tenderer or his sub-contractors, the Employer has to incur any expenditure for compliance of the rules and regulations or for any other reason connected with such default, the Employer shall be entitled to recover from the tenderer all such expenditure in full from any payment due to the tenderer.

### **24. DISMISSAL OF WORKMEN::**

The contractor shall on request of the Employer immediately dismiss or take of from the works any person employed thereon by him, who may in the opinion of the Employer be unsuitable or incompetent or who may misconduct himself. Such discharge shall not be the basis of any claim for compensation or damages against the Employer or any of their officers or employee.

### **25. ASSIGNMENT::**

The whole of the works included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or underlet the contract or any part, share or interest therein nor, change in constitution and no subletting shall relieve the contractor from the full and entire responsibility of the contract or from active superintendence of the work during their progress.

### **26. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC ::**

26.1 Damages to persons : THE Tenderer shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or of any sub-contractor or of any of his or a sub-contractors employees, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract.

26.2 The clause shall be held to include interalia, any damages to buildings whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths or ways as well as damages caused to the buildings and the works forming the subject of this contract by rain, wind or other inclemency of the weather.

26.3 The tenderer shall indemnify the employer and hold harmless in respect of all and any expenses arising from such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of compensation or damage consequent upon such claim.



26.4 Damages to property: The Tenderer shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damages to the property or third parties.

26.5 The tenderer shall effect the insurance necessary and indemnify the employer entirely from all responsibility in this respect. The insurance must be placed with a company approved by the employer and must be effected jointly in the name of the contractor and the employer and the policy lodged with the latter. The scope of insurance is to include loss or damage to the work and workmen due to carelessness, accident including fire, earthquake, floods, etc., damage or loss to the contract itself till this is made over a complete state. Insurance is compulsory and must be effected from the very initial stage. The contractor shall also be responsible for anything which may be excluded from damage to any property arising out of incidents, negligence or defective carrying out of this contract.

26.6 The employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or occurring from or in respect of any such claim or damages from any sums due or to become due to the contractor.

26.7 If the tenderer or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road curb, fence, enclosure, water pipe, cables, drains, electrical cables or telephone post or wires, trees, grass or grass land, or cultivated ground contiguous to the premises on which the work or any part is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, or other faults appear in the work within twelve months after a certificate final or otherwise or its virtual completion shall have been given by the Employer as aforesaid arising out of defect or improper materials or workmanship the tenderer shall upon receipt of a notice in writing on that behalf make the same good at his own expense or in default the Employer/Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be then or at any time thereafter may become due to the tenderer, or from his security deposit, or the proceeds of sale thereof or of a sufficient portion thereof.

**26.8 i) TRANSIT INSURANCE ::**

Wherever specifically agreed to, the firm will insure at his cost the goods for all transit risks including 60 days storage risk from the date of the delivery of the goods at the final destination.

**INSURANCE:**

In his own interest the contractor shall insure the works and keep them insured until the virtual completion of the contract against loss or damages by fire and/or earthquake, flood. The insurance must be placed with a company approved by the Employer, in the joint names of the employer and the contractor for such amount and for any further sum if called to do so by the employer and lodge receipts of premiums paid with the employer within 21 days from the date of issue of letter of acceptance unless otherwise instructed.

Contractor shall strictly follow labour laws in force and obtain the necessary license for doing the work. He will be required to take care of the safety & security of the personnel employed and occupants of the flats, third parties, office equipments, building and other loose furniture's within



the working area, during execution of the works. Contractor will be required to obtain Insurance policy "**Erection All Risk Policy (EAR)**" for the entire duration of the works till settlement of final bills as per clause 27 of this contract document. Any damage to the articles, building shall be made good by the contractor at his cost.

26.9 The contractor in case of rebuilding or reinstatement after fire shall be entitled to extension of time for completion as the employer may deem fit.

## **27. ACCOUNTS RECEIPTS & VOUCHERS::**

The contractor shall, upon the request of the Employer furnish them with all the invoices, accounts, receipts and other vouchers that they may require in connection with the works under this contract. If the contractor shall use materials less than what is required under the contract, the value of the difference in the quantity of the materials that was required to use and that actually used shall be deducted from his dues. The decision of the Employer shall be final and binding on the contractor as to the amount of materials the contractor is required to use for any work under this contract.

## **28. PAYMENT TERMS & ITS RECOVERY ::**

### **28.1 Payment Terms:**

- i. All bills shall be prepared by the contractor in the form agreed or furnished by the Bank.
- ii. No mobilization advance amount will be paid to the vendors.
- iii. The Bank shall make the payment to Vendor centrally on or before 7<sup>th</sup> day from the date of receipt of the monthly bill pertaining to the installation of Solar Power Plant in Bank of Baroda branches . If the due date of payment happens to be a holiday, the immediate next working day shall be considered as the due date for payment.

## **29. VARIATION / DEVIATION::**

The Engineer-in-Charge with the specific approval of the Employer shall have power to make alteration in, omissions from, additions to or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and the tenderer shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge. Such alterations, omissions, additions or substitution shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the tenderer may be directed to do in the manner specified above as part of the works, shall be carried out by the tenderer on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

- (a) No work which radically changes the original nature of the contract shall be ordered by the Engineer-in-Charge as a deviation.
- (b) In the event of any deviation being ordered which in the opinion of the tenderer changes the original nature of the Contract, he shall within fifteen days of having been so ordered bring this to the notice of the Employer with the reasons but nevertheless carry it out and the disagreement as to the nature of work and the rate to be paid therefore shall be resolved in accordance with Clause under caption "SETTLEMENT OF DISPUTES AND ARBITRATION".



c). The tendered rates, shall hold good for any increase or decrease in the tendered quantities upto variation of 15 % and as stipulated elsewhere for legitimate completion of works as per original design or scope of work and on account of any modification or alteration suggested and where the variation is for the respective item is beyond 15 %, the rate for the respective item may be reviewed on mutually agreed terms.

### **31. PREPARATORY WORK FOR UTILISATION OF THE FACILITY AFTER COMPLETION:**

31.1 The whole of the work will be thoroughly inspected by the contractor and deficiencies and defects set right. On completion of such inspection the contractor shall inform the Employer that they have completed the work and it is ready for inspection.

31.2 On completion the contractor shall clean all the area and its surroundings, equipments etc. and will leave the entire area clean and ready for immediate usage to the satisfaction of the Employer.

### **32. CLEARING SITE ON COMPLETION::**

32.1 On completion of the works the contractor shall clear away and remove from the site all constructional materials, plant & equipments, tools, surplus materials, scraps, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the Employer.

32.2 In the event of failure to clear the site as required the Employer have the right to undertake the same engaging other agency and the same shall be at the cost of the contractor and liable for deductions in the payments due to the contractor and the contractor shall not dispute such payments.

### **33. CONCEALED WORKS ::**

The contractor shall give due notice to the Employer wherever any work is to be buried or concealed in the building in the earth, flooring, walls or otherwise becoming inaccessible later on, in order that the work may be inspected and correct dimensions or measurements taken before such burial. In default whereof the same shall, in the opinion of the Employer be either opened up for measurement at the contractors expenses or no payment may be made for such materials. Should any dispute or difference arise after the execution of any work as to measurements etc. or other matter which cannot be conveniently tested or checked, the notes / certification of the Engineer-in-charge shall be accepted as correct and binding on the contractor.

### **34. ESCALATION :**

The rate quoted shall be firm throughout the tenure of the contract (including extension of time, if any granted) and will not be subject to any fluctuation due to increase in cost of materials, labour, sales tax, octri etc. unless specifically provided in these documents.

### **35. IDLE LABOUR :**

Whatever the reasons may be, no claim for idle labour, additional establishment cost of hire and labour charges of tools and plants would be entertained under any circumstances.





### **36. SUSPENSION OF WORKS :**

36.1 Subject to other provisions contained, the Employer may without prejudice to his any other rights or remedy against the tenderer in respect of any delay in commencing, completing or during the progress of work or inferior workmanship, may serve notice in writing absolutely determine and cancel the contract in any of the following cases;

i) If the contractor having been given by the Employer a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in any inefficient or otherwise improper or un-workman like manner shall comply with the requirement of such notice for a period of seven days thereafter.

ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

iii) If the contractor has without reasonable cause failed to commence the work or has suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Employer (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from Employer.

iv) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date (s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-charge.

v) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-charge.

vi) If the contractor commits any acts mentioned in terms of tender hereof: And when the contractor has made himself liable for action under any of the cases aforesaid, the Employer shall have powers :

a) To determine or rescind the contract of which termination or rescission notice in writing to the contractor under the hand of the Employer shall be conclusive evidence. Upon such determination or rescission, the security deposit of the contractor shall be liable to be forfeited and shall be absolutely at the disposal of Employer.

b) In any such event the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed under this contract unless and until the Engineer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified; Provided further that any of the recoveries to be made when the excess cost



incurred by the Employer is more than the Security Deposit to be forfeited, such recoveries shall be limited to the amount by which the excess cost incurred exceeds the Security deposit so forfeited.

36.2 In any case in which any of the powers conferred upon the Employer hereof, shall have become exercisable & the same shall not be exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected.

### **37. TERMINATION OF CONTRACT BY EMPLOYER ::**

37.1 If the contractor::

(a) at any time makes default in proceeding with the works or any part of the work with due diligence and continues to do so after a notice in writing of 7 days from the Engineer-in-Charge; or

(b) commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or

(c) fails to complete the works or items of work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice in writing is given to him in that behalf by the Engineer-in-

Charge; or

(d) shall offer or give or agree to give to any person in Bank service or to any other person on his behalf any gift or consideration as an inducement or reward for favouring him in relation to the obtaining or execution of this or any other Contract for the Employer or;

(e) shall enter into a Contract with the Bank in connection with which commission has been paid or agreed to be paid by him or his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Accepting Authority/Engineer-in-Charge; or

(f) shall obtain a Contract with the Employer as a result of wrong tendering or other unethical methods of competitive tendering; or

(g) being an individual, or in a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against

him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose or amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

(h) being a company, shall pass a resolution or the Court shall make an order for the winding up of the company or a receiver or manager on behalf of the debenture holders or others shall be



appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

(i) shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days; or

(j) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Accepting Authority;

37.1.2 The Accepting Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to the Employer, by a notice in writing cancel the contract as a whole or only such of items in default from the tenderer.

37.1.3 The Engineer-in-Charge shall on such cancellation by the accepting authority have powers to, for which the contractor shall hereby unconditionally agree ::

(a) to take possession of the Site and any materials, constructional plant, implements, stores, etc., thereon; and/or

(b) to carry out the incomplete work by any means at the risk and cost of the Tenderer.

37.2 On cancellation of the Contract in full or in part, the Engineer-in-Charge shall determine what amount, if any, is recoverable from the contractor for completion of the works or part of the Works or in case the Works or part of the Works is not to be completed, the loss or damage suffered by the Employer. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work.

37.3 Any excess expenditure incurred or to be incurred by the Employer in completing the Works or part of the Work or the excess, loss or damages suffered or may be suffered by the Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to Employer in law be recovered from any money due to the Tenderer on any account, and if such moneys are not sufficient the Tenderer shall be called upon in writing and shall be liable to pay the same within 30 days.

37.4 If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days, the Engineer-in-Charge with the approval of the Employer shall have the right to sell any or all of the Contractor's unused materials, constructional plant, implements, temporary buildings, etc. and apply the proceeds of sale hereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered in accordance with the provisions of the Contract.

37.5 Any sums in excess of the amounts due to the Employer and unsold materials, constructional plant, etc., shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the Employer of the Works or part of the Works is less than the amount which the Contractor would have been paid had he completed the Works or part of the Works, such benefit shall not accrue to the Contractor.



### **38. SETTLEMENT OF DISPUTES AND ARBITRATION ::**

38.1 It shall be an inseparable part of the contract that in matters regarding quality of materials, workmanship, removal or rejection of improper work, interpretation of the drawings and specifications, measurements of materials and/or items of work, mode of procedure and carrying out of the work, the decision of the Engineer-in-Charge which shall be given in writing, shall be final, conclusive and binding on the tenderer.

38.1(A). If the tenderer considers any work demanded of him to be outside the requirements of the contract, or considers any drawings record or decision given in writing by the Engineer-in-Charge on any matter in connection with or arising out of the contract or carrying out of work, to be unacceptable, he shall promptly within 15 days request the Employer in writing for written instruction or decision. Thereon, the Employer shall give his written instructions or decision within a period of two months from the receipt of the tenderer's letter.

(B) Upon receipt of such written instructions or decision the tenderer shall promptly proceed without delay to comply with such instructions or decisions. If the Employer fails to give his instructions or decision in writing within a period of two months after being requested or if the tenderer is dissatisfied with the instructions or decision of the Employer, the Contractor may within 30 days appeal to the designated Appellant Authority of the Employer who shall afford an opportunity to the tenderer to be heard and to offer evidence in support of his appeal. If he is dissatisfied with this decision, the tenderer shall within a period of Ten days from receipt of the Appellant Authority of the decision shall indicate his intention to refer the dispute to Arbitration, failing which the said decision shall be final and conclusive and not referable to adjudication by the Arbitrator.

38.3 All disputes or differences in respect of which decisions have not been final, binding and conclusive as above shall be referred for adjudication by the arbitration by a Sole Arbitrator appointed as follows :

38.4 Within one month of receipt of notice from any party to the contract for appointment of the Arbitrator the Appellant Authority, in charge of the work at the time of such appointment shall send to the tenderer a panel of three names of persons who shall not presently be connected with the work. The tenderer shall within fifteen days of receipt of this list select and communicate to the Appellant Authority the name of one person from the list who shall then be appointed as the sole arbitrator by the Appellant Authority.

38.5 If tenderer fails to communicate his selection of name, within the stipulated period, the Appellant Authority shall without delay select one person from the list and appoint him as Sole Arbitrator. If the Appellant Authority fails to send such a list within one month as stipulated, the tenderer shall send a similar list to the Appellant Authority within 15 days. The Appellant Authority shall then select one person from the list and appoint him as the Sole Arbitrator within 30 days of the receipt of the list. If the Appellant Authority fails to do so the tenderer shall communicate to the Appellant Authority the name of one officer from the list who shall then be the Sole Arbitrator.



38.6 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole Arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

38.7 It is also a term of this contract that no person other than a person appointed by Appellant Authority, in charge of the work as aforesaid should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

38.8 It is also a term of the contract that if the tenderer does not make any demand for appointment of arbitration in respect of any claims in writing as aforesaid within

90 days of receiving the intimation from the Employer that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the contract in respect of these claims. No party shall be entitled to bring any claim to arbitration if the arbitrator has not been appointed before the expiry of sixty days after defect liability period.

38.9 The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1996, or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

38.10 The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.

38.11 It is also a term of the contract that any fees TA, DA and other charges are payable to the Arbitrator shall be paid by both the parties equally.

38.12 It is also a term of the contract that the Arbitrator shall be deemed to have entered on the reference on the date of first hearing. The venue of the arbitration shall be such a place as may be fixed by the Arbitrator in his sole discretion. The fees, and charges of the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the Arbitrator) shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

38.13 The award of the Arbitrator shall be final and binding on both the parties

### **39. RIGHT TO AUDIT/TECHNICAL EXAMINATION ::**

The Employer shall have the right to cause an audit and technical examination of the works and the bills of the contractor including all supporting vouchers, abstract, etc., to be made even after payment of the bill and if as a result of such audit and technical examination any sum is found to have been overpaid in respect of any work done by the tenderer under the contract or any work claimed to have been done by him under the contract and found not to have been executed, the tenderer shall be



liable to refund the amount of over-payment and it shall be lawful for the Employer to recover the same from him in the manner prescribed in clause 47 or in any other manner legally permissible and if it is found that the tenderer was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by the Employer to the tenderer, without any interest thereon; Provided that the tenderer shall not be entitled to payment of any sum paid short where such payment has been agreed upon between the Employer on the one hand and the tenderer on the other under any term of the contract permitting payment for work after assessment by the Engineer-in-Charge.

#### **40. LIEN ::**

(a) Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, the Employer shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from the security, if any deposited by the tenderer and for the purpose aforesaid, the Employer shall be entitled to withhold the security deposit, if any, furnished as the case may be and also have a lien over the same pending finalisation or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the contractor, the Employer shall be entitled to withhold and have a lien to retain to the extent of such claimed amount or amounts referred to above, from any sum or sums found payable or which may at any time thereafter become payable to the contractor under the same contract or any other contract with the Employer pending finalisation or adjudication of any such claim.

(b) Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Employer or any other contracting person or persons through Engineer-in-Charge against any claim of the Employer or such person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Employer or with such other person or persons.

(c) It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above by the Employer will be kept withheld or retained as such by the Employer till the claim arising out of or under the contract is determined by the arbitrator (if the contracts governed by the arbitration clause) or by the competent court, as the case may be and that the tenderer will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to above and duly notified as such to the tenderer. For the purpose of this clause, where the tenderer is a partnership firm or a limited company, the Employer shall be entitled to withhold and also have a lien to retain

towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be, whether in his individual capacity or otherwise.

#### **41. EXTERNAL INSPECTION & AUDIT :-**

(i) All works under or in course of execution or executed in pursuance of the Contract shall at all times be open and accessible to the inspection of the Quality Control Organisation of the Employer



or any designated auditor / officials of the Employer and of the Chief Technical Examiner's Office under Central Vigilance Commission.

(ii) IF it shall appear to the Engineer-in-Charge or to the Engineer in charge of Quality Control or any designated auditors / officials of the Employer or to the Chief Technical Examiner, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand made in writing within the defect liability period from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for earlier, forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require and provide other proper and suitable materials or articles at his own charge and cost.

(iii) In the event of the contractor failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, the contractor shall be liable to pay compensation at the same rate as under the clause of defects after completion for this default.

(iv) In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates as the Employer or the competent authority may consider reasonable during the preparation of on account bills or final bill if the item is so acceptable without detriment to the safety and without substantially affecting the utility of the item and the structure or he may reject the work outright without any payment and/or get it and other connected and incidental items rectified, or removed and re-executed at the risk and cost of the contractor. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same shall be final and binding on the tenderer.

#### **42. Penalty clause**

##### **a) For delay in supply and installation-**

The complete Solar power system for Branches should be delivered and installed at the identified Branch within 4 weeks of placement of order. A penalty of Rs.2000/-per week per location shall be charged by the Bank in case of delay in installation with maximum delay of 10 weeks. Beyond this bank shall have the option of cancelling the orders/or forfeiting the EMD/invoking Bank Guarantee unless delay is on part of the bank or reasons beyond control of both vendor/bank.

##### **b) For delay in operationalization/not providing 98% uptime-**

In case solar power system for Branches is not able to provide power for 98% of the uptime during the Branch working hours on any day, penalty amount shall be deducted on pro rata basis from the final payment of that month. Penalty slab

Daily Uptime <98% to >= 96% Penalty will be 20 % of per day rent

Daily Uptime <96% to >= 90% Penalty will be 40 % of per day rent

Daily Uptime < 90% Penalty will be 60 % of per day rent



If Grid Power is not available / available less than four hours in a day, no penalty will be charged for uptime of 90 % and above based on monthly report submitted by vendor. In addition to the above, if the system remains non-functional beyond 24 hrs, as monitored by the vendors centralized monitoring or from lodgement of complaint by the bank, a penalty of 10% of monthly rentals will be levied for each day of failure beyond 24 Hrs provided that total penalty in a month should not exceed total monthly rental payable.

In case, any site remains frequently down due to nonfunctioning of solar System and no remedial measures are taken by the bidder, Bank may ask the bidder to remove the site with 15 days' notice.

In extraneous circumstances beyond the control of vendor Bank at it's discretion will not levy penalty for the affected period. Bank decision would be final.

c) Calculation of penalty will be based on the MIS report (Uptime Report) provided by the vendor after due verification by the bank. The penalties referred in clause 42 a&b above may be recovered from the future rentals and/or by invoking the performance bank guarantee or separately realized from the vendor.

**SIGNATURE OF TENDERER  
WITH  
SEAL**





## **SAFETY CODE**

### **Safety Norms to be followed by the Contractor**

#### **1. Safety Clause**

- i) The contractor should take all precautionary measures in order to ensure the protection of his own personnel moving about or working on the bank premises, and should conform to the rules and regulations of the bank.
- ii) The Contractor should abide by all bank regulations in force from time to time and ensure that the same are followed by his representatives, agents or sub-contractors or workmen.
- iii) The contractor should ensure that unauthorized, careless or inadvertent operation of installed equipment which may result in accident to staff and / or damage to equipment does not occur.
- iv) The Contractor should indemnify and keep the purchaser indemnified and harmless against all actions, suits, claims, demands costs charges or expenses arising in connection with any accident, death or injury, sustained by any person or persons within the bank premises and any loss or damage to bank property sustained due to the acts or omissions of the contractor irrespective of whether such liability arises under the workmen's compensation act or the fatal accidents act or any other statute in force from time to time.

#### **2. EMS Requirements**

- i) The contractor shall ensure industrial safety methods in executing his work at bank premises.
- ii) The contractor shall ensure that all wastes generated by his activities / work are moved to the respective dump sites or taken for re-cycling at bank.
- iii) The contractor has to give prior information whether any hazardous chemical is used in his work and if so, the operational control to be exercised.
- iv) The contractor has to ensure that all his material handling equipments / transport vehicles are emission tested.
- v) The contractor has to ensure that his activities are in tune with the Bank of Baroda EMS Policy (to be incorporated as part of Contract)
- vi) The contractors' staff shall be competent to operate emergency appliances like fire extinguishers.
- vii) The contractors' staff shall be competent in the areas wherein the contract is awarded by evaluating through skill matrix by concerned official

#### **3. OTHER SAFETY MEASURES**

- i) Adequate and appropriate tools shall be issued.
- ii) The instruments are used to be conformed to Indian Standards.



- iii) Suitable scaffolds shall be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except in the case of short duration work, which can be done safely from ladders. When a ladder is used, it shall be of rigid construction made either of good quality wood or steel. The steps shall have a minimum width of 450 mm and a maximum rise of 300 mm. Suitable hand holds of good quality wood or steel shall be provided and the ladder shall be given an inclination not steeper than ¼ to 1 (¼ horizontal and 1 vertical).
- iv) Ensure adequate lighting at work place.
- v) Contractor should follow the terms and conditions/instructions of bank from time to time.
- vi) Activities other than the specified activities as per the contract clauses, which are assigned to you, are not permitted at our premises.
- vii) Ensure the Suitable guards are provided to the hand operating machine.
- viii) Suitable lifting machineries and tackles are to be used to handle the materials.
- ix) Any loss incurred to bank because of your activities shall be charged on your account.
- x) The equipment's & materials stored at our premises are on your own risk.
- xi) Before start of work, proper shut down (if necessary) is to be undertaken for safety
- xii) Before start of any work, appropriate Work Permits shall be obtained.
- xiii) Off cuts and wastes generated during the course of your work, must be suitably disposed identified areas.
- xiv) The renewal of permit will be issued only on the basis of performance of compliance of the said rules, regulations, conditions and safety norms.
- xv) The contractor shall engage qualified supervisors at the work site whenever men are engaged for work.
- xvi) First aid box with adequate medicine are to be provided in the work area.
- xvii) Disobeying or not following the conditions / precautions / procedures shall result in penalty. In serious cases, stoppage of work or cancellation of permits may be done.
- xviii) The display board containing the details of nature of work, maximum number of staff working per shift, period of work, site in charge name and phone number and main office phone numbers is to be placed at prominent place.
- xix) Staffs under your control are to be insured during the work period.
- xx) All personnel of the contractor working within the plant site shall be provided with safety helmets. All welders shall wear welding goggles while doing welding work and all metal workers shall be provided with safety gloves. Persons employed on metal cutting and grinding shall wear safety glasses.



- xxi) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public.

#### **4. Demolition**

Before any demolition work is commenced and also during the process of the work.

- i) All open areas adjacent to the work site shall either be closed or protected.
- ii) No electric cable or apparatus, which is liable to be a source of danger over a cable or apparatus used by the operator, shall remain electrically charged.
- iii) All practical steps shall be taken to prevent danger to persons employed from the risk so over loaded with debris or materials as to render it unsafe.

#### **5. Personal Safety Equipment's**

All necessary personal safety equipment as considered adequate by the Engineer should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned.

- i) Those engaged in welding works shall be provided with welder's protective eyesight lids.
- ii) Stonebreakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- iii) When workers are employed in sewers and manholes, which are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
- iv) The contractor shall not employ men below the age of 18 years. Women of any age shall not be engaged for the work of painting with products containing lead in any form. Whenever men above the age of 18 years are employed on the work of lead painting the following precautions should be taken.
- v) Suitable facemasks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
- vi) Overalls shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during the cessation of work.
- vii) When the work is done near any public place where there is risk of accidents all necessary equipments should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.



6. All the Indian Electricity rules 1956 on Electrical Safety should be strictly followed while execution of the Electrical works
7. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer, Engineers of the Department or their representatives.

Notwithstanding the above clause from (1) to (7), there is nothing in these to attempt the contractor from the operation of any other Act or Rule in force in the Republic of India.

**SIGNATURE OF THE TENDERER  
WITH  
SEAL**



## **Schedule B**

### **SPECIAL INSTRUCTIONS TO THE TENDERER**

- 1) This specification shall be read in conjunction with General conditions of contract as applicable for this project.
- 2) The tenderer shall design the equipment considering the site conditions. After award of contract no claim for extra payment will be entertained.
- 3) All Civil alteration works shall be provided by the tenderer. The equipment shall be designed keeping in view the provisions of the statutory regulations and safety codes in force in the locality of installation. All such minor civil works like chipping, grouting, drilling, etc for fixing mounting structure and other accessories are to be executed by the supplier.
- 4) Within 14 days of placement of order, the Contractor should start the work.
- 5) The quoted price shall include charges on account of all taxes, duties, packing, forwarding, transport, insurance etc. The quoted price shall remain firm and binding and shall not be subjected to any escalation whatsoever on any account during entire period of supply, installation, testing & commissioning. GST will be paid extra..
- 6) SPV System shall be guaranteed for a trouble free operation after commencement of regular operation and shall include regular servicing, repair and replacement of parts by the Contractor.
- 7) Workmanship and performance assurance:
  1. The materials used shall be new and best of its kind available and shall conform to standards as mentioned in the technical specification.
  2. The supplier shall guarantee satisfactory performance of system as per relevant guidelines.
  3. The assurance shall also cover faulty design/materials/workmanship. All rectification or replacement under guarantee shall be done by the supplier free of cost.
  4. The conditions regarding guarantee of equipment shall also be governed by the relevant clauses of general commercial conditions.
- 8) The tenderer shall fill up the price data sheet and submit in a separate cover along with the tender.
- 9) The tenderer shall ensure installation of all electrical equipment by approved licensed electrical Contractors and subsequent approval by electrical inspector and other competent authority, if necessary.
- 10) Packing: Packing and transportation of solar panels, Charge Controller, and Mounting Structure shall be made such that the equipment is not damaged, while transporting, loading and unloading.

**SIGNATURE OF THE TENDERER WITH  
SEAL**



## SCHEDULE - C

### Operational requirement of SPV Power System

Supply of solar power from Solar Rooftop System (OPEX Model) at Branches with following features:

1. The system shall feed the solar energy only to the load
2. In case of grid failure, the inverter shall provided uninterrupted power to the load and additional solar energy will be fed to the batteries.
3. The System should be able to prioritize the use of solar power and use only deficient grid power when available. The priority for supply should be Solar-Grid-Batteries
4. In case of low solar irradiation or cloudy weather, the deficit power is to be provide by the Grid Power / or installed battery bank without any interruption.
5. The vendor should undertake to guarantee minimum uptime of 98% on monthly basis. The report format may be modified from time to time in keeping with the requirements.
6. Solar system should capable to run the identified branch load in all conditions including weather, grid power, minor change in load etc.)

The important Operational Criteria/specifications to be taken care during various stages like design, construction, commissioning and maintenance have been enumerated below.

S.No	Requirement Functionality
1.	The system should be capable to provide power for at least 9 hours during Banking Hours as per Load Table – I.
2.	The solar system should be able to cater to load & minimum technical specification with 98% uptime.
3.	The system should be able to prioritize the use of PV Solar power and use only residual Grid power when available or from Battery Bank when no Solar/Grid power is available.
4.	Solar System should be hybrid i.e can use both Solar Energy as well as Grid Power..
5.	Bidder will replace the existing UPS used by the Bank.
5.	The solution so provided must have a comprehensive remote monitoring system/Local service center
6.	The report can be exported in pdf, excel, doc etc.
7.	Bidder will facilitate to remove the existing DG within one month of Solar System installation, wherever Main Grid Power is available. In case of any exigencies due to bad weather or any other reason, the bidder has to arrange alternate backup at its own cost. Hence, the bidder should arrange noise free DG on its own and place it on premises by default. The same should be run in case of requirement. Solar system will run the load and devices mentioned as per the TABLE – 1.



## **12. Earthing and Lightning Protection Earthing Protection**

Each array structure of the PV yard should be grounded/ earthed properly as per IS:3043-1987. In addition the lightning arrester/masts should also be provided inside the array field. Provision should be kept for shorting and grounding of the PV array at the time of maintenance work. All metal casing/shielding of the plant should be thoroughly grounded in accordance with Indian Electricity Act/IE Rules. Earth Resistance shall be tested in presence of the representative of bank as and when required after earthing by calibrated earth tester. PCU, ACDB and DCDB should also be earthed properly. Earth resistance shall not be more than 5 ohms for individual pit and shall be less than 1.0 Ohms for Grid in line. It shall be ensured that all the earths are bonded together to make them at the same potential. The earthing conductor shall be rated for the maximum short circuit current, and shall be 1.56 times the short circuit current. The area of cross-section of conductor shall not be less than 1.6 sq mm in any case. The earthing pits shall be made at locations approved by bank.

### **Lightning protection**

There shall be the required number of suitable lightning arrestors (ESE) installed in the array area. Lightning protection shall be provided by the use of metal oxide arrestors and suitable earthing such that induced transients find an alternate route to earth. Protection shall meet the safety rules as per Indian Electricity Act2003/IE rules.

## **13. Documentation**

Supplier shall provide 02 sets of Operation & Maintenance Manual in English for the complete system with Block diagram, detailed description of all the system components, mounting of PV Module, electronics used, working, starting and shutdown procedures, maintenance and trouble-shooting instructions, DO's & DONT's, Name & address of contact person or Centre to be contacted in case of complaints/ failure. Warranty Card & Service entry card shall be provided with the SPV Power Plant systems.

Supplier shall provide 02 sets of the As-built Detailed Wiring diagrams, Array layout and termination schedules. Approval of Bank needs to be obtained on the content of Manual.

## **14. Installation of Components and Materials**

Description:

1. Supply and installation of Module mounting structure/ super structure for mounting at roof top.
2. The PV modules shall be installed with necessary tilt with the most effective orientation. Tilt angle to be optimized to obtain maximum generation.
3. Supporting structure material shall be compatible with the PV panel mounting frame.
4. Each module can be mounted on a mounting structures fabricated from hot dip galvanized MS, using appropriate clamps and trapezoidal sheet holders, rail track connectors, screws and fixtures. The structure shall be non-corrosive and long lasting. Each structure will carry



multiple modules to form a row. The structure shall be capable of withstanding a wind speed of 160Km/Hr. after grouting and installation and shall be designed to cater very rough climatic conditions. The contractor shall furnish design calculations to confirm the wind speed withstand capability of the structure. The same will be reviewed by the banker's engineer's and in case of any shortcomings in the design the contractor shall make suitable changes so as to make the entire structure capable to withstand against wind speed specified as above. The mounting structure shall be guaranteed for at least 10 years.

5. Supply and installation of power conditioning unit (PCU) consisting of Solar Charge Controller/ Inverter.
6. The installation shall include the electrical wiring, cabling, terminations, cable trays, micro/string inverters, metering and hooking up the system to the including synchronization with plant main LT Panel grid / noise free DG set.
7. Installation of inverter should be in a ventilated area and proper inter-spacing is to be provided.
8. Laying of power/ control copper cables from PV power to plant room, Main LT panel including within terraces.
9. Supply and installation of cables on prefabricated GI cable trays and / or within suspended ceiling spaces including installation, cable trays, hangers, supports, cable terminations all fixing accessories (terrace to plant room inclusive of PVC sleeve/ other accessories etc. wherever required)
10. Supply and installation of earthing system with testing joint for every pit (grounding) system including cutting of roads / paved areas / PCC floor etc and making as good as in original shape. Prior to execution, design shall be submitted by contractor for approval by bank.
11. Supply and installation of lightening arrester, required as per statutory norms/guidelines as approved by bank.

## **15. Testing and commissioning**

Pre-commissioning tests of all electrical equipment. Specific points to be considered during commissioning are:

1. Continuity checking and insulation resistance measurement of cables.
2. Proper crimping, lugging and glanding of cables before final terminations.
3. Checking of all electrical terminations for any loose contacts.
4. Proper earthing of electric equipment & solar array to be ensured.
5. At junction box in solar array, voltage levels to be checked (between positive & negative terminal, positive to earth and negative to earth) in consultation with inverter OEM.
6. Inverter to be checked in testing mode and after No Fault indication is displayed on LCD it is to be connected to grid/battery.





### **ACCEPTANCE CRITERIA**

Final acceptance of the integrated system will be given only after validating the performance of the system as in Installation, Testing and Commissioning of clause above.

### **TRAINING**

The supplier shall provide training to at least 3 departmental operators on the O & M aspects of the system

**SIGNATURE OF THE TENDERER WITH SEAL**



## Basic information

1	Name of the applicant/organization	
	Address of the Registered Office (with phone numbers, fax numbers & e-mail ID)	
	Address of Office at Mumbai (with phone numbers, fax numbers & e-mail ID)	
2	Year of establishment	
3	Type of the organization (whether sole proprietorship, partnership, Private Ltd or Ltd. Co. etc.)  (Enclose certified copies of documents as evidence)	
4	Name & qualification of the proprietor/partners/Directors of the organization/Firm  a) b) c) d)  (Enclose certified copies of documents as evidence)	
5	Details of registration – Whether Partnership firm, company, etc. Name of Registering Authority, Date and Registration number.  (Enclose certified copies of documents as evidence)	
6	Whether registered with Government/Semi-Government/Municipal authorities of any other Public organization and if so, in which class and since when? (Enclose certified copies of documents as evidence)	
7	Number of years of experience in the field and details of work in any other field	
8	Address of Mumbai office through which the proposed work of the Bank will be handled and the name & designation of professional in charge	



9	Yearly turnover of the organization during last 3 years (year-wise) and furnish audited balance sheet and Profit & Loss a/c (audited) for the last 3 years.	
10	PAN Number	
11	Details of registration for payment of service tax/GST Registration No.	
12	Detailed description and value of works done ( <b>Proforma 1</b> ) and works on hand ( <b>Proforma 2</b> )	
13	Details of Key Personnel Permanently employed ( <b>Proforma 3</b> )	
14	Other infrastructural information to be used/referred for this project ( <b>Proforma 4</b> )	
15	Furnish the names of –3- responsible persons along with their designation. Address, tel. No. etc. for whose organisation, you have completed the above mentioned jobs and who will be in a position to certify about the performance of your organization.	
16	Whether any Civil Suit/litigation arisen in contracts executed/being executed during the last 10 years. If yes, please furnish the name of the project, employer, nature of work, contract value, work order and brief details of litigation.  Give name of court, place, and status of pending litigation.	Attach a separate sheet, if required.
17	Information relating to whether any litigation is pending before any Arbitrator for adjudication of any litigation or else any litigation was disposed off during the last ten years by an arbitrator. If so, the details of such litigation are required to be submitted.	

Sign. & seal of the applicant



<b>EMD Amount</b>		
<b>S.No.</b>	<b>Particulars</b>	<b>Please furnish details</b>
1	Name of the Bank	
2	Demand Draft (DD) Number	
3	DD Date	
4	DD Amount	

**Furnish details for meeting the Eligibility Criteria**

<b>S NO</b>	<b>Description</b>	<b>Vendor</b>
1	Year of Incorporation	
2	Please enclose Certificate of Incorporation	

**1) Details about Incorporation**



**Proforma 1**

**a) LIST OF SIMILAR PROJECTS EXECUTED BY THE ORGANISATION DURING THE LAST 5 YEARS**

S l o	Name of work/proj ect with address	Name & full postal address of the owner. Specify whether Govt. undertakin g along with name, address and contact numbers of –2- persons (Engineers & top officials of the organisati on)	Contract amount (Rs) (for consultan cy work only) with copy of work order and completi on certificat e from project in- charge)	Starti ng date of Projec t	date of completi on of Project	Any other relevant informati on. Actual amount of project. If increased, give reasons.	Enclose clients certificat e for satisfacto ry completi on	No of Floors of buildin g and Remar ks
1	2	3	4	5	6	7	8	9

Notes:

1. Information has to be filled up specifically in this format. Please do not write remark “As indicated in Brochure”.
2. Date shall be reckoned from the date of advertisement of the notice in news papers.
3. For certificates, the issuing authority shall not be less than an Engineer In charge.



## Proforma 1

a) **LIST OF PROJECTS EXECUTED BY THE ORGANISATION DURING THE LAST 7 YEARS**

Sl no	Name of work/project with address	Name & full postal address of the owner. Specify whether Govt. undertaking along with name, address and contact numbers of –2- persons (Engineers & top officials of the organisation)	Contract amount (Rs) (for consultancy work only) with copy of work order and completion certificate from project in-charge)	Starting date of Project	date of completion of Project	Any other relevant information. Actual amount of project. If increased, give reasons.	Enclose clients certificate for satisfactory completion	No of Floors of building and Remarks
1	2	3	4	5	6	7	8	9

Notes:

1. Information has to be filled up specifically in this format. Please do not write remark “As indicated in Brochure”.
2. Date shall be reckoned from the date of advertisement of the notice in news papers.
3. For certificates, the issuing authority shall not be less than an Engineer In charge.



Proforma – 2

LIST OF IMPORTANT WORKS ON HAND.

Sr. No.	Name of work/project with address.	Name & full postal address of the owner. Specify whether Govt. under taking along with name, address and contact nos. of –2- persons (Engineers or top officials of the organization)	Contract Amount with copy of Work Order & completion certificate from project incharge.	Stipulated time of completion (Years)	Present status of the project	Any other relevant information.
1	2	3	4	5	6	7

Notes:-

1. Information has to be filled up specifically in this format. Please do not write remark “As indicated in Brochure”.

Sign. & seal of the applicant



**Proforma-3**

S. No.	Particulars	Name and Designation	Age	Qualification	Experience	Nature of works handled	Name of the Projects handled costing over 40% of the estimated cost	Date from which employed in your organization	Indicate details of experience for similar projects
1	Details of in house qualified engineers								
2.	Draftsman								
3.	Any other information								
4.									





**Proforma-4**

**List of Major office Equipment/ infrastructure in possession of the firm**

S.No.	Name of office equipment	No.	Utilization	Any other information if any
1				
2				
3				
4				
5				
6				

**Sign. & seal of the applicant**  
Date and Place



**FORMAT 4.8 FOR INTEGRITY PACT**

**Integrity Pact**

**PRE CONTRACT INTEGRITY PACT  
(TO BE STAMPED AS AN AGREEMENT)**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of \_\_\_\_\_ month, 20\_\_\_\_,

**Between**

BANK OF BARODA, a body corporate constituted under the provisions of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 and having its Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra-Kurla Complex, Bandra East, Mumbai 400051(hereinafter referred to as “BOB”; which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns);

**And**

.....hereinafter referred to as "The Bidder"

**Preamble**

BOB is \ one of the nationalized PSU Bank having its presence through its 8100+ of branches and 95+ administrative offices throughout India and 15+ overseas territories. BOB is committed to fair and transparent procedure in appointing of it’s outsource service providers.

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

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

**Section 1 - Commitments of BOB**

- 1) The BOB commits itself to take all measures necessary to prevent corruption and to observe the following principles
  - a. No employee of the BOB , 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 monetary or non-monetary benefit which the person is not legally entitled to.
  - b. The BOB will, during the tender process treat all Bidder(s) with equity and reason. The BOB will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The BOB will make endeavor to exclude from the selection process all known prejudiced persons.



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

## **Section 2 - Commitments of the Bidder(s)**

- 1) The Bidder(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution:
  - a. The Bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the BOB's employees involved in the tender process or 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 of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s) will not enter with other Bidders into any undisclosed agreement or 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) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the BOB as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any, similarly the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s).
  - e. The Bidder(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The Bidder(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), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the BOB is entitled to disqualify the Bidder(s) from the tender process or take action as per law in force.

## **Section 4 - Compensation for Damages**

- 1) If the BOB has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the BOB is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) If the BOB has terminated the contract according to Section 3, or if the BOB is entitled to terminate the contract according to Section the BOB shall be entitled to demand and recover from the Bidder liquidated damages of the Contract value or 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 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 or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

## **Section 6 - Equal treatment of all Bidders / Subcontractors**

- 1) In case of Sub-contracting, the Principal Contractor (Bidder) shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- 2) The BOB will enter into agreements with identical conditions as this one with all Bidders.
- 3) The BOB will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

## **Section 7 - Criminal charges against violating Bidder(s)/Subcontractor(s)**

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

## **Section 8 - Independent External Monitor**

1.1 Following have been appointed Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. The name and e-mail address of the IEMs are as follows:

Shri Umesh Kumar (email id- umeshkumar84@rediffmail.com )  
Dr. Sandeep Tripathi (email id- sandeeptrip.ifs@gmail.com )

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.

- 1) The Monitor is not subject to instructions by the representatives of the parties and performs his/ her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders as confidential.
- 2) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BOB including that provided by the Bidder. The Bidder will also grant the Monitor, upon his/ her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 3) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Sub-contractor(s) with confidentiality. The Monitor has also signed 'Non-Disclosure of Confidential Information'. In case of any conflict of interest arising during the selection period or at a later date, the IEM shall inform BOB and recuse himself / herself from that case.
- 4) The BOB 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 BOB and the Bidder. 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/ she will so inform the Management of the BOB 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 BOB officials within 15 days from the date of reference or intimation to him by the BOB and, should the occasion arise, submit proposals for correcting problematic situations.
- 7) If the Monitor has reported to the BOB , a substantiated suspicion of an offence under relevant IPC/ PC Act, and the BOB 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.
- 8) The word 'Monitor' would include both singular and plural.

**Section 9 Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**Section 10 - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the selected Bidder till the contract period, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

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 BOB .

**Section 11 - Other provisions**

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Head Office of the BOB, i.e. Vadodara.
- 2) Changes and supplements as well as termination notices need to be made in writing.
- 3) If the Bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) 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.
- 5) Issues like scope of work, Warranty / Guarantee etc. shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and RFP/ RFQ/ tender documents and its Annexure, the Clause in the Integrity Pact will prevail.

\_\_\_\_\_

(For & On behalf of the BOB)

(For & On behalf of Bidder)

(Office Seal)

(Office Seal)

Place-----

Witness 1:

Date-----

(Name & Address)

\_\_\_\_\_

(Name & Address)

\_\_\_\_\_



**Annexure 12 - Service Level and Non-Disclosure Agreement**

This Agreement is made in Vadodara this..... Day of ..... 20... by and between BANK OF BARODA, body corporate constituted under the Banking Companies [Acquisition & Transfer of Undertakings] Act 1970 having its Head Office at Mandvi, Baroda and Corporate Office at Baroda Corporate Centre, C-26, G-Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400051, hereinafter for brevity sake referred to as "Bank" (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part;

**AND**

\_\_\_\_\_, a company incorporated under the Companies Act 1956/2013, India, having its registered office at \_\_\_\_\_, hereinafter referred to as "the Service Provider" (which expression shall, unless repugnant to the context and meaning thereof include its subsidiaries, affiliates, successors and permitted assigns) of the other Part,

(Bank and the Service Provider hereinafter are individually referred to as "Party" and collectively as "Parties")

**WHEREAS**

Bank of Baroda is one of the largest public sector banks (PSU) in India with a branch network of over 8100+ branches in India and 95+ branches/ offices overseas including branches of our subsidiaries, distributed in 15+ countries. Bank desires to select a Service Provider for .....And had invited offers.

In response to RFP no ----- dated ----- issued by Bank, the Service Provider also submitted its offer and has represented that it is engaged in the business of ..... It further represented to Bank that it has the requisite skill, knowledge, experiences, experts, staff and capability to provide required service to Bank. Relying on representations of Service Provider and other applicable criteria, Service Provider was declared as a successful bidder in the RFP evaluation process. Accordingly Bank has issued a -----.

It was a condition in the RFP that the Parties would enter into a Service Level and Non-Disclosure Agreement which shall include all the services and terms and conditions of the services to be extended as detailed here in.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS**

**1. DEFINITIONS**

- I. Bank, BOB means 'Bank of Baroda'
- II. AMC means Annual Maintenance Contract
- III. SLA means Service Level Agreement



## **2. TERM**

This Agreement shall come into force on \_\_\_\_\_ and shall be in force and effect for a period -----, unless Bank terminates the Agreement by giving a prior written notice of 30 days as per the terms of this Agreement.

## **3. SCOPE OF SERVICE**

The Service Provider agrees to perform the services as part of the scope of this engagement including but not limited to as mentioned in Schedule I (Scope of Work) of this Agreement. BOB reserves its right to change the scope of the services considering the size and variety of the requirements and the changing business & security conditions /environment with mutual consent.

## **4. STANDARDS**

All standards to be followed will adhere to Bureau of Indian Standards (BIS) specifications or other acceptable standards.

## **5. DELIVERY**

The work should be completed in Three (3) weeks from the date of the work order issued to the contractor to commence the work.

## **6. Annual Maintenance Contract (AMC) after expiry of warranty period**

1 The Service Provider will enter into an AMC agreement with BOB at the sole discretion of BOB, after the expiry of warranty period to support the Hardware & Software supplied for a minimum period of \_\_\_\_\_ years at the rate quoted in Commercial Proposal/ agreed between the Parties.

2 The Payment for AMC charges will be released by BOB after the expiry of warranty period on quarterly basis.

## **7. DOCUMENTATION**

The Service Provider shall supply all necessary documentation for the training, use and operation of the system. This will include at least one set of original copies per installation of the user manuals, reference manuals, operations manuals, and system management manuals in English/ Hindi.

## **8. SINGLE POINT OF CONTACT & DIRECT SUPPORT**

(Please incorporate following details – Name, designation, address, email address, telephone /mobile No.

Escalation matrix for support should also be provided with full details.

## **9. PAYMENT TERMS**

- No advance is payable.
- On successful Commissioning of the Signage Board -----90% payment will be paid and 10% will be held till completion of the warranty period (i.e. 5 years). However it can be converted into Bank Guarantee for the same amount and same period.

## **10. SET-OFF**

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Bank under this clause from the Service Provider



against payments due and payable by Bank to the Service Provider for the services rendered.

The provisions of this Clause shall survive the termination of this Agreement.

#### **11. COVENANTS OF THE SERVICE PROVIDER**

The Service Provider shall deploy and engage suitably experienced and competent personnel as may reasonably be required for the performance of the services. During the currency of this Agreement, the Service Provider shall not substitute the key staff identified for the services mentioned in this Agreement.

The Service Provider shall forthwith withdraw or bar any of its employee/s from the provision of the services if, in the opinion of BANK:

- (i) The quality of services rendered by the said employee is not in accordance with the quality specifications stipulated by BANK; or
- (ii) The engagement or provision of the services by any particular employee is prejudicial to the interests of BANK.

All employees engaged by the Service Provider shall be in sole employment of the Service Provider and the Service Provider shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall Bank be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the Service Provider.

The Service Provider:

- i. shall be responsible for all negotiations with personnel relating to salaries and benefits, and shall be responsible for assessments and monitoring of performance and for all disciplinary matters.
- ii. shall not knowingly engage any person with a criminal record/conviction and shall bar any such person from participating directly or indirectly in the provision of services under this Agreement.
- iii. shall at all times use all reasonable efforts to maintain discipline and good order amongst its personnel.
- iv. shall not exercise any lien on any of the assets, documents, instruments or material belonging to BANK and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from BANK.
- v. shall regularly provide updates to BANK with respect to the provision of the services and shall meet with the personnel designated by BANK to discuss and review its performance at such intervals as may be agreed between the Parties.
- vi. shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and agents (including but not limited to code of Wages Act, Provident Fund laws, Workmen's Compensation Act) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.
- vii. shall not violate any proprietary and intellectual property rights of BANK or any third party, including without limitation, confidential relationships, patent, trade





secrets, copyright and any other proprietary rights in course of providing services hereunder.

- viii. shall ensure that the quality and standards of materials and services to be delivered or rendered hereunder, will be of the kind, quality and timeliness as designated by the BANK and communicated to the Service Provider from time to time.
- ix. shall not work in a manner which, in the reasonable opinion of BANK, may be detrimental to the interests of BANK and which may adversely affect the role, duties, functions and obligations of the Service Provider as contemplated by this Agreement.
- x. shall be liable to BANK for any and all losses of any nature whatsoever arisen directly or indirectly by negligence, dishonest, criminal or fraudulent act of any of the representatives and employees of the Service Provider while providing the services to the BANK.
- xi. shall itself perform the obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of BANK.
- xii. shall comply ESG, BRSR and other related parameters including the Declaration of Human Rights, Inclusive of those in the International Bill of Rights and Declaration of Fundamental Rights at work (1998) as per the International Labour Organization as well as the United Nations Guiding Principles on Business and Human Rights and the National Guidelines on Responsible Business Conduct
- xiii. Service Provider shall comply with the Bank's Code of Ethics, available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics, during the validity period of this agreement/contract.

## 12. CONFIDENTIALITY

The Service Provider acknowledges that in the course of performing the obligations under this Agreement, it shall be exposed to or acquire information of the bank, which the Service Provider shall treat as confidential.

- a. All BOB's product and process details, documents, data, applications, software, systems, papers, statements and business / customer information which may be communicated to or come to the knowledge of Service Provider or Service Provider's employees during the course of discharging their obligations shall be treated as absolutely confidential and Service Provider irrevocably agrees and undertakes and ensures that Service Provider and its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any third party without prior written permission of BOB. The Service Provider shall not use or allow to be used any information other than as may be necessary for the due performance by Service Provider of its obligations hereunder.
- b. Service Provider shall not make or retain any copies or record of any Confidential Information submitted by BOB other than as may be required for the performance of Service Provider.
- c. Service Provider shall notify BOB promptly of any unauthorized or improper use or disclosure of the Confidential Information.



d. Service Provider shall return all the Confidential Information that is in its custody, upon termination / expiry of this Agreement. Also so far as it is practicable Service Provider shall immediately expunge any Confidential Information relating to the projects from any computer, word processor or other device in possession or in the custody and control by Service Provider or its affiliates.

e. Service Provider shall extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

f. Service Provider hereby unconditionally agrees and undertakes that it and its employees shall not disclose the terms and conditions of the engagement Agreement/ Work Order or any other oral or written information which may contain, hold or bear confidential information or disclose the information submitted by BOB under any other Agreement to any third party unless such disclosure is mandatorily required by law or if it is required necessarily to be disclosed to any other agency/subcontractor or the like for the purpose of performing any of its obligations under the contract.

However, the Confidential Information will not be limited to the information mentioned above but not include the following as Confidential Information:

- i. Without breach of these presents, has already become or becomes and/or hereinafter will become part of the public domain;
- ii. Prior to the disclosure by BOB was known to or in the possession of the Service Provider at the time of disclosure;
- iii. Was disclosed or parted with the prior consent of BOB;
- iv. Was acquired by Service Provider from any third party under the conditions such that it does not know or have reason to know that such third party acquired directly or indirectly from BOB.

- The Service Provider agrees to take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration. It shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for economic or other benefit.
- In any dispute over whether information or matter is Proprietary Information or not mentioned herein, it shall be the burden of Service Provider to show that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute violation under any laws for the time being enforced in India.

Notwithstanding above, bob shall take all the reasonable care to protect all the confidential information of service provider delivered to BOB while performing of the services.

The confidentiality obligations shall survive the expiry or termination of the Agreement between the Service Provider and the Bank.

### 13. INDEMNITY

The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively



referred to as “Personnel”) harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- Bank’s authorized / bona fide use of the Deliverables and /or the Services provided by Service Provider under this Agreement; and/or
- an act or omission of the Service Provider and/or its employees, agents, sub-contractors in performance of the obligations under this Agreement; and/or
- claims made by employees or subcontractors or subcontractors’ employees, who are deployed by the Service Provider, against the Bank; and/or
- claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the Service Provider to its employees, its agents, contractors and sub-contractors
- breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Service Provider under this Agreement; and/or
- any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- breach of confidentiality obligations of the Service Provider contained in this Agreement; and/or
- Negligence or gross misconduct attributable to the Service Provider or its employees or sub-contractors.

The Service Provider shall at its own cost and expenses defend or settle at all point of time any claim against the Bank that the Deliverables and Services delivered or provided under this Agreement infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trade mark in the country where the Deliverables and Services are used, sold or received, the Bank:

- notifies the Service Provider in writing as soon as practicable when the Bank becomes aware of the claim; and
- Cooperates with the Service Provider in the defense and settlement of the claims.

However, (i) the Service Provider has sole control of the defense and all related settlement negotiations (ii) the Bank provides the Service Provider with the assistance, information and authority reasonably necessary to perform the above and (iii) the Bank does not make any statements or comments or representations about the claim without the prior written consent of the Service Provider, except where the Bank is required by any authority/regulator to make a comment/statement/representation.

If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Service Provider, after due inspection and testing and at no additional cost to the Bank, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the Bank to continue the use of the software / equipment, as required by the Bank as per the terms and conditions of this Agreement and to meet the service levels; or 3) refund to the Bank the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub



clause (3) shall be exercised by the Bank in the event of the failure of the Service Provider to provide effective remedy under options (1) to (2) within a reasonable period which would not affect the normal functioning of the Bank.

The Service Provider shall not be liable for defects or non-conformance resulting from:

- Software, hardware, interfacing, or supplies for the solution not approved by Service Provider; or
- any change, not made by or on behalf of the Service Provider, to some or all of the deliverables supplied by the Service Provider or modification thereof, provided the infringement is solely on account of that change ;

Indemnity shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this agreement by the Service Provider.

In the event of Service Provider not fulfilling its obligations under this clause within the period specified in the notice issued by the Bank, the Bank has the right to recover the amounts due to it under this provision from any amount payable to the Service Provider under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement.

#### **14. PERFORMANCE GUARANTEE**

Service Provider, shall provide unconditional and irrevocable Performance Bank Guarantee for Rs 20,00,000/- (Rupees Twenty Lakhs Only) in favour of BOB from any Public Sector Bank other than Bank of Baroda as acceptable to BOB towards due performance of the contract in accordance of this Agreement. The Performance Guarantee shall be valid for a period of 12 months with additional claim period of three months after expiry of validity period.

#### **15. TERMINATION**

In following events Bank shall terminate this assignment or cancel any particular order if service provider:

- breaches any of its obligations set forth in this agreement and such breach is not cured within 15 ) Working Days after Bank gives written notice; or
- Failure by Service Provider to provide Bank, within 15) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or
- The progress regarding execution of the contract/ services rendered by the Service Provider is not as per the prescribed time line, and found to be unsatisfactory.
- Supply of substandard materials/ services.
- Delay in delivery / installation / commissioning of services.
- Discrepancy in the quality of service / security expected during the implementation, rollout and subsequent maintenance process.
- If deductions of penalty exceed more than 10% of the total contract price.

Further Bank may terminate this agreement on happening of following events:



- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Service Provider and such appointment continues for a period of twenty one (21) days;
- The Service Provider is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation.
- The Service Provider becomes insolvent or goes into liquidation voluntarily or otherwise
- An attachment is levied or continues to be levied for a period of 7 days upon effects of the Agreement.
- The Service Provider becomes the subject of a court order for its winding up.

Notwithstanding above, in case of change of policy or any unavoidable circumstances or without any reason Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Service Provider at least 60 days prior notice in writing.

### **Effect of termination**

If bank terminates or cancels the assignment on the default mentioned in the termination clause, in such case bob reserves the right to get the balance contract executed by another party of its choice. In this event, the Service Provider shall be bound to make good the additional expenditure, which the Bank may have to incur to carry out bidding process for the selection of a new service provider and for execution of the balance of the contract.

Immediately upon the date of expiration or termination of the Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement, Bank shall pay to Service Provider, within thirty (30) days of such termination or expiry, All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this Agreement:

- The rights granted to Service Provider shall immediately terminate.
- Upon Bank's request, with respect to (i) any agreements for maintenance, disaster recovery services or other third-party services, and any Deliverables not owned by the Service Provider, being used by Service Provider to provide the Services and (ii) the assignable agreements, Service Provider shall, use its reasonable commercial endeavors to transfer or assign such agreements and Service Provider Equipment to Bank and its designee(s) on commercially reasonable terms mutually acceptable to both Parties.
- Upon Bank's request in writing, Service Provider shall be under an obligation to transfer to Bank or its designee(s) the Deliverables being used by Service Provider to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

## **16. LAW, JURISDICTION AND DISPUTE RESOLUTION**

This Agreement shall be governed and construed and enforced in accordance with the laws of India. Both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Lucknow have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.



## ARBITRATION

- a) The Bank and the Service Provider shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/ directors of the Bank and the Service Provider, any disagreement or dispute arising between them under or in connection with the contract.
- b) If the Bank project manager/director and Service Provider project manager/director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Service Provider and Bank respectively.
- c) If after thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Service Provider and Bank, the Bank and the Service Provider have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- d) All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings.
- e) The place of arbitration shall be Lucknow The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings
- f) The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

## 17. AUDIT

All Service Provider records with respect to any matters covered by this Agreement shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Service Provider provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Service Provider's premises without prior notice to ensure that data provided by the Bank is not misused. The Service Provider shall cooperate with the authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.



## **18. LIMITATION OF LIABILITY**

Except the grounds mentioned under the para two of this clause, Service Provider's aggregate liability in connection with obligations undertaken as a part of the Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

However, Service Provider's liability in case of claims against the Bank resulting from Willful Misconduct or Gross Negligence of Service Provider, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Service Provider as part of procurement under the Agreement.

Under no circumstances BOB shall be liable to the Service Provider for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if BOB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business.

Subject to any law to the contrary, and to the maximum extent permitted by law neither parties shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

All employees engaged by the party shall be in sole employment of the party and the respective parties shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall other party be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the other party.

## **19. PUBLICITIES**

Any publicities by the Service Provider in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

## **20. INDEPENDENT ARRANGEMENT**

This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Service Provider acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold it out to be an employee, agent or servant of Bank or Affiliate thereof.

## **21. SUBCONTRACTING**

The Service Provider shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required by it under the contract without the prior written consent of the Bank.



## **22. ASSIGNMENT**

The Service Provider agrees that the Service Provider shall not be entitled to assign any or all of its rights and or obligations under this Agreement to any entity including Service Provider's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this Agreement along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the obligations of the Service Provider under this Agreement.

## **23. NON – SOLICITATION**

The Service Provider, during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacities, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

The above clause shall not applicable in case the recruitment done through public advertisement.

## **24. VICARIOUS LIABILITY**

The Service Provider shall be the principal employer of the employees, agents, contractors, subcontractors, etc., if any, engaged by the Service Provider and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc., by the Service Provider for any assignment under the contract. All remuneration, claims, wages dues etc., of such employees, agents, contractors, subcontractors etc., of the Service Provider shall be paid by the Service Provider alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the Service Provider's employees, agents, contractors, subcontractors etc. The Service Provider shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of Service Provider 's employees, agents, contractors, subcontractors, etc.

## **25. FORCE MAJEURE**

The Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts





of Government of India in their sovereign capacities, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform Service Provider's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and Service Provider shall hold consultations in an endeavor to find a solution to the problem.

**SURVIVAL:**

The expiry or the termination of this Agreement does not relieve either party of its obligations which by their nature ought or intend to survive the termination of this Agreement including without limitation to the clauses of confidentiality, indemnity, limitation of liability, and covenants of the parties.

**26. MISCELLANEOUS**

Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile to the person at the address given below. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number).

The addresses referred to hereinabove are:

**If to the Bank of Baroda:**

Zonal Head (General Manager), Lucknow Zone

**If to the ... ..**

Address \_\_\_\_\_

ATTN: \_\_\_\_\_



This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. In case of any contradiction in the terms of RFP \_\_\_\_\_, offer document and Purchase Order etc., and this Agreement the terms hereof shall prevail.

Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

This Agreement may be signed in duplicate, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written.

Signed and Delivered by the within named

For Bank of Baroda

For

\_\_\_\_\_

\_\_\_\_\_

**Name:**

**Name:**

**Designation:**

**Designation:**

**Witness 1 :**

**Witness 1 :**

**Witness 2 :**

**Witness 2 :**



## **PRICE BID**

**(TO BE SUBMITTED IN SEPARATE SEALED ENVELOPE AND SUPERSCRIBED AS PRICE BID)**

S. No.	Item Description Particulars	Price per 1 KVA (Quote price for Rs per month)
		(Rupees to be quoted in words and figures)
1	Solar System with adequate Battery backup and Remote monitoring per branch.	<b>(** Rental per month Per Kilo Watt Price is sought to arrive at L-1 purpose only. The work will be allotted for feasible sites as per feasible KW capacity of Roof Top Solar Panel to be installed)</b>

**The final rate quoted/offered shall remain constant throughout the period of contract.**

- The rate includes supply, installation, testing and commissioning of solar rooftop plants, Operational charges, losses and other charges (includes statutory charges) pertain to Vendor for bring the power up to Delivery Points.
- The rate also includes periodic maintenance of solar system with all related accessories (i.e electrical/ electronic components) and replacement of spare parts bear by vendor.
- The other statutory charges/ taxes includes all statutory/ regulatory charges and losses, taxes and electricity duties and charges including CSS (Cross Subsidy Surcharge), RAC (Regulatory Asset Charges), additional surcharge, any other applicable charges shall be included in the above price.
- Sales tax, service tax, work contract tax, or any other tax , any royalties, import duty, other duties if any, levies, cess, entry tax, Octroi, profession tax, Sales Tax, purchase tax, turnover tax, or any other tax on material or finished work in respect of this contract shall be payable by the tenderer and the Employer will not entertain any claim whatsoever in respect of the same, and nothing extra shall be paid/reimbursed for the same subsequently **with exception specified in the clause 8 of the General Conditions of the contract of this tender.** Goods & Service Tax shall be extra as per actual.

**\*\* If any duty/ taxes/ charges applicable to the Vendor but paid by the Bank, will be deducted from the dues payable to the Vendor. Proof of payment of statutory charges/ taxes should be provided to the Bank whenever called for.**

**DATE**

**SIGNATURE OF THE TENDERER WITH SEAL**