

**THE REGIONAL MANAGER,
BANK OF BARODA, REGIONAL OFFICE, BARODA CITY REGION,
5TH FLOOR, SURAJ PLAZA, SAYAJIGUNJ, BARODA, GUJARAT.**

PART - I TECHNICAL BID

**TENDERS ARE INVITED FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING (SITC) OF
ON – GRID ROOFTOP SOLAR (PV) POWER SYSTEM WITH NET METERING ARRANGEMENT &
CAMC AT BOB - INDUSTRIAL ESTATE MAKARPURA BRANCH , BOB - BARODA CITY REGION.**

NAME OF TENDERER :

ADDRESS :

.....

GST No. :

NOTE: 3 NOS. OF ENVELOPES SHALL BE SUBMITTED IN FOLLOWING MANNER:

- 1) TECHNICAL BID WILL BE SUBMITTED IN SEPARATE ENVELOPE NO.-1 ALONG WITH EMD & TENDER FEES, & MANDATORY INFORMATION WITH SUPPORTING DOCUMENTS SUPERSCRIBED AS:

“PART A - TECHNICAL BID FOR SITC OF ON GRID ROOFTOP SOLAR POWER SYSTEMS WITH NET METERING ARRANGEMENTS AT BOB - INDUSTRIAL ESTATE MAKARPURA BRANCH, BOB - BARODA CITY REGION.”

- 2) PRICE BID WILL BE SUBMITTED IN SEPARATE ENVELOPE – 2 SUPERSCRIBED AS:

“PART B - PRICE BID FOR SITC OF ON GRID ROOFTOP SOLAR POWER SYSTEMS WITH NET METERING ARRANGEMENTS AT BOB - INDUSTRIAL ESTATE MAKARPURA BRANCH , BOB - BARODA CITY REGION.”

- 3) ENVELOPE-1 & 2 SHALL BE SUBMITTED IN ENVELOPE – 3 SUPERSCRIBED AS:

“TENDER FOR SITC OF ON GRID ROOFTOP SOLAR POWER SYSTEMS WITH NET METERING ARRANGEMENTS AT BOB - INDUSTRIAL ESTATE MAKARPURA BRANCH , BOB - BARODA CITY REGION.”

TENDERS NOT MENTIONED IN ABOVE MANNER WILL BE SUBJECTED TO REJECTION. ALL ENVELOPES SHALL MENTION ADDRESS/NAME OF THE FIRM

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[A] IMPORTANT DATES:

SR.NO.	PARTICULARS	TIMELINE
1	RFP Issuance Date	16.04.2024
2	RFP Coordinator Name, Contact details (Bank)	MR. DINESH PAWAR - +91 81550 17283
3	Pre-bid Meeting details	<ul style="list-style-type: none"> o Pre bid meeting will be held online through Bank's Online Meeting Platform (i.e. Microsoft Teams) on at 11:00 AM on 22.04.2024. o Bidder to submit maximum two participant's names, contact numbers, designations and e-mail IDs on PE.Baroda@bankofbaroda.com at least one day before the scheduled teleconferencing date. Mentioning RFP name as subject. o Meeting invite Link will be sent by the Bank to bidder's provided email IDs to join the Online Meeting as per the schedule mentioned above. o Bidder representatives will have to click the Bank provided link (provided in the e-mail) to join the On-Line Pre-bid meeting.
4	Last Date of Submission of RFP Response (Closing Date)	04:00 PM on 07.05.2024 Mode: Offline Address : 5th Floor, Suraj Plaza-III, Sayajigunj, Baroda - 390020
5	Eligibility Cum Technical Bid Opening Date	04:30 PM on 07.05.2024 Mode: Offline Address : 5th Floor, Suraj Plaza-III, Sayajigunj, BARODA - 390020 Note :- No separate invitation/intimation will be sent to the bidders
6	Commercial Bid	The commercial bids of only those Bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.
7	Application Money	NIL
8	Bid Security (Earnest Money Deposit)	Rs. 9,720/- (D.D. FORMAT FAVOR TO BANK OF BARODA PAYABLE AT BARODA)
9	Mode of bid submission & Place	Mode: Offline Address : 5th Floor, Suraj Plaza-III, Sayajigunj, Baroda - 390020

[B]

NOTICE INVITING TENDER

To,

M/s. _____

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING (SITC) OF ON – GRID ROOFTOP SOLAR (PV) POWER SYSTEM WITH NET METERING ARRANGEMENT & CAMC AT BOB - INDUSTRIAL ESTATE MAKARPURA BRANCH , BOB - BARODA CITY REGION.

Bank of Baroda Invites Tender under two cover system from experienced VENDORS/ for “**PROPOSED 16.35 KW ROOFTOP SOLAR POWER GENERATION SYSTEM FOR BANK OF BARODA – MAKARPURA I.E. BRANCH PREMISES UNDER BARODA CITY REGION**”

Tender form has to be downloaded from the Bank’s website www.bankofbaroda.com (tender section). Application form available on website alone needs to be used. Tender forms will be available on the bank’s website from **16.04.2024 till 07.05.2024 up to 04.00 PM.**

Tender shall be submitted in offline mode only.

Contractors desirous to apply for said work shall fulfill the following:

Sl. No.	Name of Work	Estimated cost in Rs. (approx.)
1.	PROPOSED 16.35 KW ROOFTOP SOLAR POWER GENERATION SYSTEM FOR BANK OF BARODA AT BOB-MAKARPURA I.E. PREMISES UNDER BARODA CITY REGION	9,72,900/- Lakhs (Excluding GST)

Minimum pre-qualifying/short listing criterion:

1. They should have completed similar jobs* in last 7 (Seven) years (as on 31.03.2024) as per the following criteria (Proforma enclosed) :
 - a) **One** similar completed work costing not less than **Rs. 7.78 Lakhs.**
OR
 - b) **Two** similar completed works, each costing not less than **Rs. 4.86 Lakhs.**
OR
 - c) **Three** similar completed works, each costing not less than **Rs. 3.89 Lakhs.**

2. Average annual financial turnover of the firm during last 3 years, ending 31st March, 2024 should be at least **Rs. 6.81 Lakhs** (supported with Audited Balance Sheets).

EMD: Rs. 9,720/- (D.D. FORMAT FAVOR TO BANK OF BARODA PAYABLE AT BARODA)

Note: The Companies registered with MSE/KVIC are exempted from submission of EMD on submission of valid certificate of registration from NSIC. Such companies are requested to submit the valid certificate along with the technical bid.

If the company found L-1 and back out subsequently, then Company shall be delisted /debarred from the Bank of Baroda for minimum period of three year.

Validity of offer shall be 120 days from the date of opening of Price Bid. Bank may extend the validity of tender with consent of bidders.

Financial Bids of eligible bidders qualifying as **per above eligibility criteria shall be opened only. Date of opening of financial bids shall be communicated separately. The Bank does not bind itself to accept the lowest or any tender and reserves the right to accept or reject any or all tenders either in whole or in part, without assigning any reasons whatsoever.**

No conditional offer will be entertained. Conditional offers shall be summarily rejected. Disputes, if any, will be subject to Vadodara jurisdiction only.

Tender documents downloaded from Bank's website shall only be accepted.

In case of any clarification you may please contact following officials:

Name – Dinesh Pawar Mobile- +91 81550 17283

Email – PE.Baroda@bankofbaroda.com

Address - 5th Floor, Suraj Plaza-III, Sayajigunj, Baroda (Gujarat)

Bidders desirous of visiting the project site can do so from 16.04.2024 to 07.05.2024 during Bank's Working Hours.

The address of site: **INDUSTRIAL ESTATE-MAKARPURA BRANCH, C-1, TYPE-15, SHED NO.28, G.I.D.C, ESTATE, MAKARPURA, BARODA 390010**

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

Successful Vendor/Service Provider/Supplier/ Consultant/Contractor, who will be selected according to the service/work/project for which the proposal or quotation is invited shall comply with the Bank's Code of Ethics which is available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics and a clause to this effect shall be included in the agreement/contract.

Seal & Signature of Tenderer

[C] MANDATORY INFORMATION FOR PRE-QUALIFICATION

ANNEXURE -A

Mandatory information required for Prequalification of the bidder(To be submitted with tender documents)

Important:

1. Attach copies of the supporting documents.
2. Please use additional sheets if required.

1	a) Name of the applicant / organization b) Address of the Registered Office c) Address of office at Vadodara. (With Phone Nos, Fax Nos & Email ID & ContactPerson)	
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) Enclose certified copies of document as evidence.	
5	Details of registration — Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration number. Enclose certified copies of document 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 document as evidence)	
7	a. No. of years of experience in the field and details of work in any other field. b. Whether ISO certified, furnish the details.	
8	Area of business activities other than construction, if any, and place of business.	
9	Registration of firm under Shop & Establishment Act1948	
10	<u>Address of Vadodara office through which the proposed work of the Bank will be handled and the Name & Designation of officer-in-charge.</u>	

11	(a) Yearly turnover of the organization during last 2 years (year wise) (Avg. turnover of last 2 years should not be less than Rs 6.81 Lakhs) and furnish audited balance sheet and Profit & Loss A/c (Audited) for the last –3- years. (b) Average turnover in 2020-2021 2021-2022 2022-2023	
12	Name & Address of Bankers (Solvency certificate (Bidder to submit the Solvency Certificate as per their credential / financial capacity issued by their Banker.) from a Bank to be enclosed for indicating satisfactory financial capacity of the organization)	1. 2. 3.
13	Enclose copy of latest income tax clearance certificate.	
14	PAN No.	
15	Details of registration for GST	
16	Detailed description and value of works done (Proforma-1) and works on hand (Proforma-2) Attach Work Completion certificate	
17	Details of Key Personnel Permanently employed (Proforma –3)	
18	Other infrastructural information to be used/ referred for this project (Proforma-4) List of available plants, machineries equipment etc.	
19	Furnish the names of –3- responsible persons along with their designation, address, Tel.No. etc., for whose organization, you have completed the abovementioned jobs and who will be in a position to certify about the performance of your organization.	
20	Whether any Civil Suit / litigation arisen in contracts executed / being executed during the last 5 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.	
21	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.	
22	Have you been ever disqualified or levied penalty by the bank in past for non-fulfillment of the contractual obligations. If yes, please provide details.	Attach a separate sheet if required.

NOTE: Attach extra sheets with Sr. No if the space found less.

(Please enclose this information in PART I (Technical Bid) of the Bid. Bid of agencies who are not furnishing above information will be summarily rejected).

PROFORMA – 1

LIST OF PROJECTS (Exceeding 40% of the estimated cost i.e. 3.04 Lakhs

Notes:

- Information has to be filled up specifically in this format. Please do not write remark “As

Sl. No	Name of work/ project with address.	Name & full postal address of the owner. Specify	Contract Amount (Rs.)	Stipulate d time of completion (Years)	Actual timeof completi on (years)	Any other relevant information. Actual amount of the Project, if increased, give reasons.	Enclose client certificate for satisfactory completion.
1	2	3	4	5	6	7	8

indicated in Brochure”.

- Date shall be reckoned from the date of advertisement of the notice in news papers.
- For certificates, the issuing authority shall not be less than an Executive In charge.

PROFORMA - 2

LIST OF IMPORTANT WORKS IN HAND

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 nos. of 2- persons (Engineers or top officials of the organization)	Contract Amount (Rs.)(for PMC work only) with copy of Work Order & completion certificate from project in- charge.	Stipulated time of completion (Years)	Present status of the project	Any other relevant Information.
1	2	3	4	5	6	7

Note:-

Information has to be filled up specifically in this format. Please do not write remark "As indicated in Brochure". **PROFORMA - 3**

Details of Infrastructure in Office

(Please enclose this information in the PART I (technical bid) of the bid. Bid of agencies

Sr. No.	Items	Numbers	Details
1	Office Premises, Area, etc		
2	Telephones		
3	Other instruments		
4	Software used for planning.		
5	Reference books used		
6	Subscription to magazines,		
7	Any other information		

who are not furnishing above information will be summarily rejected).

I/We confirm that to the best of our knowledge this information is authentic and accept that any deliberate concealment will amount to disqualification by the Bank at any stage

PLACE :

DATE : ___/___/2024

SIGNATURE OF BIDDER & Co's seal

SECTION –III - FORM OF TENDER

To

Regional Manager, Bank of Baroda,
Baroda City Regional Office, Baroda.

Dear Sirs,

Re: TENDER FOR PROPOSED 16.35 KW ROOFTOP SOLAR POWER GENERATION SYSTEM FOR BANK OF BARODA AT BOB MAKARPURA I.E. PREMISES UNDER BARODA CITY REGION

Having visited the site ,examined the plans/ specifications and schedule of quantities, and satisfying ourselves as to various conditions stated, I/we hereby offer to execute the above works at the respective rates which I/we have quoted for the items in the Schedule of Quantities.

I/ we enclose copy of proof for online payment/D.D for Rs...../- (Rupees **only**) towards Earnest Money deposit for the execution of the works at my/ our tendered rates, together with any variations at later stage, should the work be awarded to me/ us.

In the event of this tender being accepted, I/we agree to enter into and execute the necessary contract required by you. I/ We do hereby bind myself/ourselves to forfeit the aforesaid deposit in the event of our refusal or delay in signing the Contract Agreement. I/we further agree to execute and complete the work within the time frame stipulated in the tender documents.

I/we agree to pay GST and all other applicable taxes prevailing and be levied from time to time on such items for which the same are livable and the rates quoted by me/us are inclusive of the same.

I/we agree to remove all debris waste material etc. from the site at our cost. I also agree to liaison with all government authorities (viz- BMC/ELECTRICITY BOARD/DISCOM etc), regulators etc. for obtaining all necessary approval, completion, etc. for successful SITC of solar panel installation.

I/we understand that you are not bound to accept the lowest tender or bound to assign any reasons for rejecting our tender. I/we further understand that Bank of Baroda may award Contracts to more than one Contractor and that I/ we shall make no claims whatsoever if Bank of Baroda accept only a part of my/ our tender. We unconditionally agree to Bank of Baroda's preconditions as stipulated in the tender documents.

Bank reserves the right to terminate our contract and forfeit the Earnest money deposit paid by us in addition to recovery of all the dues to the Bank from the payment receivable by us. Further we may also be barred from tendering in future for the Bank and its subsidiaries.

Any Commercial disclosure in the Envelope No. 1 will disqualify me/ us without any further scrutiny.

I/we enclose herewith the completed tender documents duly signed in duplicate.

Yours truly,

[To be signed by the Authorized Representative
of Tenderer holding Power of Attorney]

Place /
Date

[D] **APPENDIX TO FORM OF OFFER - ANNEXURE 1**

Ref.: to Clauses in conditions herein before referred to

	Description of Work:	PROPOSED 16.35 KW ROOFTOP SOLAR POWER GENERATION SYSTEM FOR BANK OF BARODA AT BOB MAKARPURA I.E. PREMISES UNDER BARODA CITY REGION
1.	Name of Employer	BANK OF BARODA
2.	Time allowed for execution of work	45 Days
3.	Cost of Tender Document	Nil
4.	Validity of the Tender	120 days from the date of submission / as may be extended
5.	Period of Commencement	7 days from the date of work order or the date of instruction for taking possession of site, whichever is later.
6.	Amount of liquidated damages for delay.	1 % of the Contract value per week subject to maximum of 10% of contract value.
7.	Defects liability period.	1 years from the date of virtual completion certificate issued by Bank. Other guarantee/warranty etc. shall be as per tender terms and conditions.
8.	Security Deposit	<p>The security deposit (ISD + Retention money) shall be an amount equivalent to 5% of the accepted tender amount. The security deposit shall include EMD, ISD and retention Money as under:</p> <p>EMD-1% of Estimated cost</p> <p>ISD-2% of accepted value including EMD</p> <p>Retention Money-8% will be deducted from each interim bill (Subject to balance amount of security deposit of 5%).</p> <p>Release of security deposit-</p> <p>50 % of the security deposit shall be released on issue of virtual completion certificate and removal of materials, site clearance etc. from site.</p> <p>Remaining 50% shall be released 14 days after the end of satisfactory completion of defects liability period.</p>
9.	Interval of interim bills.	Every month/ as per minimum bill amount whichever is earlier
10.	Minimum Gross Amount of Interim Bill.	50% of the work order value
11.	Period of certification of interim bills by Consultant	15 working days after submission of Bill along with measurement sheets by Contractor
12.	Period of certification of final bills by Consultant .	30 working days after submission of Bill along with measurement sheets & "as built" drawings by Contractor.
13.	Time within which payment to be made after certificate.	75% of the net payment to be released within 20 working days from date of receipt of consultant certificate along with R.A. Bill Certificate (Annexure-I) jointly signed by (Contractor, consultant and Bank's Engineer/P&E officer and Bills, Measurement Sheet/M.B. Balance 25% to be released after 25 working days from date of receipt of Architect's certificate and R.A. Bill certificate jointly signed by Contractor, Consultant and Bank's Engineer/P&E officer. No interest is payable on any delayed payment in any circumstances by Bank whatsoever reason.

14	Performance Guarantee (Bank Guarantee - Non Perishable)	Performance Bank Guarantee: 5% of Contract Amount to be submitted as Bank Guarantee issued from any schedule bank within 21 days of receipt of Letter of Award (valid up to contract period including DLP and CAMC period /extended period if permitted) with 3 months grace period. No extra charge is payable on extension of BG by Bank. This Performance Guarantee shall be refunded within 21 days of the issue of Virtual completion Certificate (Taking Over Certificate with a list of Defects) as per tender terms and conditions.
15	Escalation for Material & Labour & work	No escalation/PVA is applicable. The Rates will be remain firm till handing over the site/completed building from date of commencement of work.
16	Release of Total Security Deposit (EMD, ISD & Retention Money) :-	<p>“50% of the Total Security Deposit (EMD, ISD & Retention Money) shall be refunded to the contractor on”:</p> <p>Issue of Virtual Completion Certificate by the consultant as per tender terms & condition ii) Contractor’s removal of his materials, equipment, labour force, temporary sheds/stores etc. from the site, (excepting for a small presence required if any for the Defect Liability Period and approved by the Bank.). The remaining 50% of the amount shall be refunded 21 (twenty one) days after the end of defects liability period provided he has satisfactorily carried out all the works and attended to all defects in accordance with the conditions of the contract, including site clearance.</p>
17	Insurance	CAR Policy (in joint name with Bank as the first party) within 14 days of receipt of Letter of Award (valid up to completion period of the contract/extended period if permitted). Details of Policies is given in annexure. No extra charge is payable on extension of Insurance by Bank. 100% of work order value.
18	Test certificate/reports of materials (PV Panels and inverters)	<p>Contractor has to submit:</p> <p>i) Satisfactory Test certificates/reports (as per relevant IS code) of materials (including cement, coarse aggregates, fine aggregates, steel etc. of makes mentioned in tender) are to be used at site have to be submitted to our office from a reputed (govt./govt. university) authorized testing lab before its utilization/consumption at site.</p> <p>ii) All other test/manufacture’s certificates are to be submitted as per tender terms and conditions.</p> <p>Failing which, Bank may take strict action as per tender terms & condition.</p>
19	CAMC Period- Security Deposit	5% of Total AMC Value for 1 years period to be deposited by contactor in form of bank guarantee/ FDR IN FAVOUR OF BANK OF BARODA with 3 months grace period

1. INTRODUCTION

1.1. Bank of Baroda is one of the largest Public Sector Bank (PSU) in India with a branch network of over 8200+ branches in India and 100+ branches/offices overseas including branches of our subsidiaries, distributed in 25 countries.

1.2. Bank of Baroda, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Zonal Office at BOB ZONAL OFFICE, BARODA BHAVAN, ALKAPURI, BARODA (hereinafter referred to as the “Bank”) which expression unless repugnant to the context or meaning thereof shall mean and include its successors and assigns), intends to issue this RFP document, hereinafter called RFP, to eligible Bidders, hereafter called as ‘Bidders’, to participate in the competitive bidding for SITC of Roof-Top Solar Power Generation System.

2. Project overview and scope of work

2.1. This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Bank of Baroda (“the Bank”) to select a L1 Bidder for providing proposed **16.35 KW ROOFTOP SOLAR POWER GENERATION SYSTEM AT BOB MAKARPURA I.E. PREMISES UNDER BARODA CITY REGION.**

I.E. PREMISES UNDER BARODA CITY REGION.

2.2. Now Bank in process for proposed total 16.35 KW capacity Rooftop Solar Power Generation System at various bank owned premises under BARODA CITY REGION. For this purpose, Bank invites proposal from Bidders who are interested in participating in this RFP who fulfill the eligibility criteria mentioned under Annexure- A and also in a position to fulfill the requirement as mentioned in Project Scope Annexure- B Apart from the above the Bidder must also agree to all our terms & conditions mentioned under this RFP.

2.3. The detail scope of work is mentioned in the annexure- B. However, Bank reserve the right to modify/ change the scope of work at any phase of this contract.

3. Contract period

The bank shall enter in to an agreement with the selected bidder for a period till completion of project which may be extended with mutual consent. In case of warranty /CAMC of any services the agreement deemed extended the last delivered services or support to be provided whichever is later from the date of placing purchase order. The contract will be deemed completed only when all the services contracted by the Bank are provided and implemented along with the associated documentation provided to Bank’s employees; as per the requirements of the contract executed between the Bank and the Bidder.

4. Pre-Qualification for Submission of Bid

Bidders satisfying the eligibility conditions (mentioned in Annexure- A) and General terms and conditions specified in this document and ready to provide the said “Services” in conformity with Scope of Work stipulated in Annexure- B may submit their bid at **Baroda City Region, Fifth Floor, Suraj Plaza-III, Sayajigunj, Baroda - 390020** on or before the time line stipulated in the [A] Important Dates.

5. Application Money-NIL

6. Bid Security (Earnest Money Deposit)

– Bidders are required to give an earnest money deposit of an amount as mentioned in “[A] Important Dates” at the time of submission of the technical bid. The proof of same is to be submitted while opening of eligibility cum technical bid, failing of which the bid of the concerned bidder may be rejected. Bid Security (Earnest Money Deposit)” shall be paid through electronic mode or a Bank Guarantee (Annexure 06 Bid Security Form) of an equal amount issued by a Commercial Bank (other than Bank of Baroda) located in India. This Bid-security is valid for 8 months and to be submitted through the electronic mode to the BOB mentioned account provided

– Non-submission of Earnest Money Deposit in the format prescribed in RFP will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee / security deposit.

The amount of Earnest money deposit would be forfeited in the following scenarios:

a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.

- b. In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letterof intent for any reason whatsoever; or
- ▶ Fail To provide the performance guarantee within 30 days from the purchase orderdate, for any reason whatsoever.
 - ▶ To comply with any other condition precedent to signing the contract specified inthe RFP documents.

Unsuccessful Bidder's - Bid security money deposit or bank guarantee will be returned by the Bank within two weeks from closure of the RFP. No interest shall be paid on Bid security money deposit to unsuccessful Bidders.

Exemption for application money and EMD amount:

Exemption from submission of EMD and application money shall be given to bidders, who are Micro and Small Enterprises (MSE) / Startups. The bidders who are MSME have to submit necessary document issued by NSIC and the bidders who are startups have to be recognized by Department of Industrial Policy & Promotion (DIPP) to avail the exemption. To qualify for EMD and tender cost exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC/DIPP which are valid on last date of submission of the tender documents along with "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents. MSME/Startup firms which are in the process of obtaining NSIC certificate/ DIPP will not be considered for EMD and Tender cost exemption.

Preference to make in India initiative

"Bank of Baroda will abide by Govt. of India Public procurement (preference to Make in India) order P-45021/2/2017-B.E.-II Dated 15th June 2017 as applicable to encourage 'Make in India' and to promote manufacturing and production of goods and services in India. In case the bidder wishes to avail preference to Make in India order 2017 in public procurement as applicable, bidder may provide self-certification of 'Local content' where 'Local content' means the amount of value added in India as a percentage of total value in percentage"

As per the advisory received from the Ministry of Skill Development & Entrepreneurship, Government of India you are required to engage formally certified skilled workforce or ensure that all your workers would be skilled through Recognition of Prior Learning (RPL) within 2 months from the date of commencement of work under this order at your risk and cost.

7. Performance Guarantee

- 7.1.1. The successful Bidder shall provide a Performance Guarantee within 21 days from the date of receipt of the order or signing of the contract whichever is earlier in the format as provided to the extent of 5% of the Contract value for the entire period of the contract including CAMC Period plus 3 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank or schedule commercial bank only, other than Bank of Baroda.
- 7.1.2. In the event of non-performance of obligation or failure to meet terms of this Tender or subsequent agreement the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.
- 7.1.3. The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- 7.1.4. If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the Bidder, will be forfeited.

8. Sub - Contracting:

The selected service provider/ vender shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. In case any particular specialized service in the prescribed in the scope of work requires subcontracting, it need to be specified in the proposal/ response document with all the details of the work/ services. Please note that no work/services shall be subcontracted without the prior permission from the Bank in writing

9. Service Level Agreement and Non-Disclosure Agreement:

- 9.1. The successful bidder shall execute a) Service Level Agreement (SLA) and Non- Disclosure Agreement (NDA) (As per Annexure), which contained all the services and terms and conditions of the services to be extended as detailed herein. The successful bidder shall execute the SLA and NDA and provide the same along with acceptance of Purchase Order.

9.2. All the expenses related to execution of the document such as the applicable stamp duty and registration charges if any shall be borne by the successful bidder.

10. Compliance with Laws:

- 10.1. Compliance in obtaining approvals/permissions/licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project. Also the bidder shall comply with the provisions of code of wages, and other labor welfare legislations. In the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. The Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.
- 10.2. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above.

11. Termination:

- 11.1. Bank reserves the right to terminate this RFP at any stage without any notice or assigning any reason.
- 11.2. At any time during the course of the RFP process or before the award of contract or after execution of the contract that one or more terms and conditions laid down in this Request For Proposal has not been met by the bidder or the bidder has made material misrepresentation or has given any materially incorrect or false information. Bank may terminate his contract and may invoke performance bank guarantee or forfeit the security deposit as the case may be. Further bank may impose such restriction/s on the defaulting bidder as it deemed fit.
- 11.3. After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same, In such an event, the bidder is bound to make good the additional expenditure which the Bank may have to incur for the execution of the balance of the contract

12. Grievance Redressal and Dispute Resolution:

- 12.1. Any bidder who claims to have a grievance against a decision or action with regard to the provisions of this RFP may file a request to the Email: - PE.Baroda@bankofbaroda.com

Dispute Resolution:

- 12.2. The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with this RFP.
- 12.3. If the Bank project manager and Bidder project manager/ director are unable to resolve the dispute within thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and Bank respectively.
- 12.4. If within thirty days from the commencement of such negotiations between the senior authorized personnel designated by the Bidder and Bank, the Bank and the Bidder are unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.
- 12.5. 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 who shall act as the chairman of the proceedings.
- 12.6. The seat and place of arbitration shall be Vadodara. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.
- 12.7. 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.

13. Governing Laws:

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

14. Prevention of Corrupt and Fraudulent Practices:

- 14.1. As per Central Vigilance Commission (CVC) directives, it is required that every participating bidder required to sign an integrity pact as per the annexure-17 of this RFP.
- 14.2. Every Bidders / Suppliers / Contractors are expected to observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of the policy:
- ▶ “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution AND
 - ▶ “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
- 14.3. The Bank reserves the right to reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 14.4. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

15. Authorized Signatory:

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The Bidder shall furnish proof of signature identification for above purposes as required by the Bank.

16. The bid submission by related parties:

If related parties (as defined below) submit more than one bid then both/all bids submitted by related parties are liable to be rejected at any stage at Bank's discretion:

- a) Bids submitted by holding company and its subsidiary company;
- b) Bids submitted by two or more companies having common director/s
- c) Bids submitted by partnership firms / LLPs having common partners
- d) Bids submitted by companies in the same group of promoters/management

In the case of software or hardware either the Indian agent on behalf of the principal/ OEM or Principal/ OEM itself can bid but both cannot bid simultaneously for the same solution in this tender. If an agent submits bid on behalf of the Principal/ OEM, the same agent cannot submit a bid on behalf of another Principal/ OEM in this tender for the same solution.

17. Right to Reject Bids:

Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. The bid is liable to be rejected if:

- ▶ It is not in conformity with the instructions mentioned in the RFP document.
- ▶ It is not accompanied by the requisite Application Money and Earnest Money Deposit (EMD).
- ▶ It is not properly or duly signed.
- ▶ It is received through Telex / telegram / fax

- ▶ It is received after expiry of the due date and time.
- ▶ It is incomplete including non- furnishing the required documents.
- ▶ It is evasive or contains incorrect information.
- ▶ There is canvassing of any kind.
- ▶ Submitted by related parties
- ▶ It is submitted anywhere other than the place mentioned in the RFP.

Further Bank reserves the rights to:

- ▶ Reject any or all responses received in response to the RFP
- ▶ Extend the time for submission of all proposals
- ▶ Cancel the RFP at any stage, without assigning any reason whatsoever.
- ▶ Visit the place of work of the bidder
- ▶ Conduct an audit of the services provided by the bidder.
- ▶ Ascertain information from the Banks and other institutions to which the bidders have rendered their services for execution of similar projects.
- ▶ Revise any part of the tender document, by providing a written addendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this tender document at any time before the award date. The addendums, if any, shall be published on Bank's website only.

18. General Terms and conditions

- 18.1. The RFP document is not recommendation; offer to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.
- 18.2. Information Provided: The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Neither the Bank nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.
- 18.3. For Respondent Only: The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent") and no other person or organization.
- 18.4. Costs Borne by Respondents: All costs and expenses (whether in terms of time or money) incurred by the Recipient / Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Recipient / Respondent.
- 18.5. No Legal Relationship: No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement to the full satisfaction of the Bank.
- 18.6. Recipient Obligation to Inform Itself: The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- 18.7. Evaluation of Offers: Each Recipient acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Bidder, not limited to those selection criteria set out in this RFP document.
- 18.8. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. The bidder unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.
- 18.9. Acceptance of Terms: the bidder will, by responding to the Bank's RFP document, be deemed to have accepted the terms as

stated in this RFP document

- 18.10. Only one submission of response to RFP by each Respondent will be permitted.
- 18.11. The Bank expects the Bidder to adhere to the terms of this tender document and would not accept any deviations to the same.
- 18.12. The Bank expects that the Bidder appointed under the tender document shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank.
- 18.13. Unless agreed to specifically by the Bank in writing for any changes to the issued tender document, the Bidder responses would not be incorporated automatically in the tender document.
- 18.14. The Bank will notify the Respondents in writing as soon as practicable after the RFP Evaluation Complete date, about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. The Bank is not obliged to provide any reasons for any such acceptance or rejection.
- 18.15. All responses received after the due date/time as mentioned in "[A] Important Dates. Last Date of Submission of RFP Response (Closing Date)" would be considered late and would be liable to be rejected. E procurement portal will not allow to lodgment of RFP response after the deadline. It should be clearly noted that the Bank has no obligation to accept or act on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever, including RFP responses taken to be late only because of another condition of responding.
- 18.16. The Bank has established RFP coordinators to provide a venue for managing bidder relationship and other requirements through the Bank's decision making body for contract clarification. All the queries and communication must be addressed to the RFP coordinators / contact persons from the Bank mentioned in "[A] Important Dates - RFP Coordinator"
- 18.17. Recipients are required to direct all communications for any clarification related to this RFP to RFP Coordinator.
- 18.18. All questions relating to the RFP, eligibility or otherwise, must be in writing and addressed to the addresses given in point "[A] Important Dates" above. Interpersonal communications will not be entered into and a Respondent will be disqualified if attempting to enter into such communications. The Bank will try to reply, without any obligation in respect thereof, every reasonable question raised by the Respondents in the manner specified.
- 18.19. However, the Bank may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.
- 18.20. Respondents should invariably provide details of their email address (as) as responses to queries will only be provided to the Respondent via email. If Bank in its sole and absolute discretion deems that the originator of the query will gain an advantage by a response to a question, then Bank reserves the right to communicate such response to all Respondents.
- 18.21. The Bank may in its absolute discretion engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.
- 18.22. Bidder should submit their Eligibility Cum Technical and Commercial bids at address given above. The bidder must register for submission of their bid as specified in this document. .
- 18.23. All submissions, including any accompanying documents, will become the property of the Bank. The bidder shall be deemed to have licensed, and granted all rights to, the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other bidders who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents
- 18.24. All responses should be in English language. All responses by the bidder to this tender document shall be binding on such bidder for a period of 180 days after opening of the bids.
- 18.25. The bidder may modify or withdraw its offer after submission but prior to the closing date and time as prescribed by Bank. No offer can be modified or withdrawn by the bidder subsequent to the closing date and time for submission of the offers.

- 18.26. The bidders required to quote for all the components/services mentioned in the “Project scope” and all other requirements of this RFP. In case the bidder does not quote for any of the components/services, the response would be deemed to include the quote for such unquoted components/service. It is mandatory to submit the details in the formats provided along with this document duly filled in, along with the offer. The Bank reserves the right not to allow / permit changes in the technical specifications and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.
- 18.27. In the event the bidder has not quoted for any mandatory items as required by the Bank and forming a part of the tender document circulated to the Bidder’s and responded to by the bidder, the same will be deemed to be provided by the bidder at no extra cost to the Bank.
- 18.28. The Bank is not responsible for any assumptions or judgments made by the bidder for proposing the deliverables. The Bank’s interpretation will be final.
- 18.29. The Bank ascertains and concludes that everything as mentioned in the tender documents circulated to the Bidder and responded by the Bidders have been quoted for by the Bidder, and there will be no extra cost associated with the same in case the Bidder has not quoted for the same.
- 18.30. All out of pocket expenses, traveling, boarding and lodging expenses for the entire life of the contract should be a part of the financial bid submitted by the Bidder to the Bank. No extra costs on account of any items or services or by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank. The Bidder cannot take the plea of omitting any charges or costs and later lodge a claim on the Bank for the same.
- 18.31. Responses to this RFP should not be construed as an obligation on the part of the Bank to award a contract / purchase contract for any services or combination of services. Failure of the Bank to select a bidder shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- 18.32. By submitting a proposal, the bidder agrees to contract with the Bank within the time period proscribed by the bank. Failure on the part of the successful bidder to execute an agreement with the Bank will relieve the Bank of any obligation to the bidder, and a different bidder may be selected based on the selection process.
- 18.33. The terms and conditions as specified in the RFP and addendums (if any) thereafter are final and binding on the bidders. In the event the bidders not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the bidder would be rejected unless expressly assented to in writing by the Bank and accepted by the Bank in writing
- 18.34. The bidder shall represent and acknowledge to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, involved in the performance of the provisions of this RFP. The bidder represents that the proposal to be submitted in response to this RFP shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the bidder at no additional cost to the Bank. The bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the bidder of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the bidder to fulfill all the terms and conditions of this RFP.
- 18.35. The bidder covenants and represents to the Bank the following:
- ▶ It is duly incorporated, validly existing and in good standing under as per the laws of the state in which the entity is incorporated.
 - ▶ It has the corporate power and authority to enter into Agreements and perform its obligations there under.
- 18.36. The execution, delivery and performance under an Agreement by bidder :
- ▶ Will not violate or contravene any provision of its documents of incorporation;
 - ▶ Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is

- bound or by which any of its properties or assets are bound;
- ▶ Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever;
- 18.37. The bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.
- 18.38. The Bank would not assume any expenses incurred by the bidder in preparation of the response to this RFP and also would not return the bid documents to the Bidders
- 18.39. The Bank will not bear any costs incurred by the bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- 18.40. Preliminary Scrutiny — The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all bidders and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.
- 18.41. Clarification of Offers — To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all bidders for clarification of their offer. The Bank has the right to disqualify the bidder whose clarification is found not suitable to the proposed project.
- 18.42. No Commitment to Accept Lowest bid or Any Tender — The Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to this Tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.
- 18.43. Erasures or Alterations — The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct information of the services being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable.
- 18.44. Price Discussion — It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest. The Bank reserves the right to do price discovery and engage the successful bidder in discussions on the prices quoted.
- 18.45. If the Bank is not satisfied with the specifications as specified in the tender document and observes major deviations, the bids of such bidders will not be short-listed for further evaluation. No further discussions shall be entertained with such bidders in respect of the subject bid.
- 18.46. The Bidder shall perform its obligations under this Tender as an independent contractor, and shall not engage subcontractors to perform any of the Deliverables or Services without the prior permission from Bank. Neither this Tender nor the Bidder's performance of obligations under this Tender shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between the Bank and the Bidder or its employees, subcontractor; and neither Party shall have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of the other Party.
- 18.47. The Bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or subcontractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Bidder will make all required payments and deposits of taxes in a timely manner.
- 18.48. RFP responses received after the deadline for lodgment of RFPs may be registered by the Bank and may be considered and evaluated by the evaluation team at the absolute discretion of the Bank. Respondents are to provide detailed evidence to substantiate the reasons for a late RFP submission. It should be clearly noted that the Bank has no obligation to accept or act

on any reason for a late submitted response to RFP. The Bank has no liability to any Respondent who lodges a late RFP response for any reason whatsoever.

19. Abide with the universal human rights and banks Code of Ethics-

Successful Vendor/Service Provider/Supplier/ Consultant/Contractor, who will be selected according to the service/work/project for which the proposal or quotation is invited shall comply with the Bank's Code of Ethics which is available on the Bank's website>Shareholder's Corner> Policies/Codes> Our Code of Ethics.

The successful bidder 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

20. The Bank shall at all reasonable times have free access to the work site and / or to the workshop, factories, or other places where materials are lying or from where they are obtained and the contractor shall give every facility to the BOB/Architect/consultant and their representatives necessary for inspection and examination and test of the materials and workmanship. No person unless authorized by the BOB except the representative of Public authorities shall be allowed on the work at any time. The proposed work either during its construction stage or its completion can also be inspected by the Chief Technical Examiner's Organization a wing of Central Vigilance commission.

21. All materials and workmanship shall be best of the respective kinds described in the contract and in accordance with Architect/consultant instructions and shall be subject from time to time to such tests as the Architect/consultant may direct at the place of manufacture or fabrication or on the site or an approved testing laboratory. The contractor shall provide such assistance, instruments, machinery, labor, and materials as are normally required for examining measuring sampling and testing any material or part of work before incorporation in the work for testing as may be selected and required by the Architect/consultant.

22. All samples of adequate numbers, size, shades & pattern as per specifications shall be supplied by the contractor without any extra charges. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site detailed literature / test certificate of the same shall be provided to the satisfaction of the Bank. Before submitting the sample / literature the contractor shall satisfy himself that the material / equipment for which he is submitting the sample / literature meet with the requirement of tender specification. Only when the samples are approved in writing by the Bank the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be the signed by the Bank for identification and shall be kept on record at site office until the completion of the work for inspection / comparison at any time.

23. The cost of making any test shall be borne by the contractor if such test is intended by or provided for in the specification or BOQ.

24. Warranty/Defects Liability Period:- 5 years onsite replacement warranty from the date of commissioning

25. Comprehensive Annual Maintenance Contract of the Board-5 years comprehensive AMC after completion of the 5 years Defect Liability Period. Quarterly Payment shall be done towards such CAMC.

26. Bidder to undertake that the products supplied shall not have their End Of Life within the captioned project (5 years) & CAMC period (5 years) i.e. 10 years from the date of commissioning of the Digital Signage Board.

27. ANNUAL MAINTENANCE CONTRACT (AMC)

Comprehensive Annual Maintenance Contract (C-AMC) for Rooftop Solar Penal covers the following scope of work.

1. The vendor shall provide maintenance service to keep the Solar Penal/cabling/inverter and whole system in good and efficient working condition covered under this contract.
2. The CAMC is comprehensive i.e. no cost of parts replaced by vendor will be borne by BOB.
3. The break down calls registered by users must be attended promptly and if they are not rectified within one day, the vendor shall provide a suitable replacement for the defective part of the system. Maintenance of whole solar system pertaining to these would be the responsibility of the vendor.
4. New Agreement shall be executed on commencement of CAMC.
5. The firm has to provide a new equivalent parts / items with higher specifications available in the market as standby of the faulty

items inside the BOB premises.

6. If the solar system is not repaired within 1 working day after reporting the complaint, the LD charge will be levied at the rate of specified in the NIT and there after it can be repaired from outside at the risk and expense of the firm.
7. The vendor will be responsible for any mishap or accident or untoward incidence during the maintenance of machine which may occur due to negligence of the service engineer.
8. The vendor shall be responsible for the discipline and good conduct of their service engineers.
9. Vendor should have enough spare parts of Solar System at their service centre so that Solar System could be repaired timely. Vendor has to maintain the service center in Vadodara till end of the AMC period.
10. The firm shall not take any advantage of any misinterpretation of the conditions due to typing or any other error and if any in doubt shall bring it to the notice of the BOB authorities without delay. In case of any contradictions, only the printed rules and books should be followed and no claim for the misinterpretation shall be entertained. The administration's decision in such cases shall be final.
11. The preventive maintenance (PM) to be carried out once in 3 month. The preventive maintenance includes following:
 - i. Cleaning of Modules
 - ii. Checking fitment of internal and external hardware and heating of the system
 - iii. Cleaning of PCBs/inverter if any and operating power parameters.
 - iv. Break up call shall be attended immediately.
 - v. Checking of input /output voltage/power
12. Service engineer should submit JOB COMPLETION CERTIFICATE certified by user at each complaint. The one copy of certificate to be retained by user group and another to be given to the officer nominated for compilation of job work and to release the payment.
13. Payment towards CAMC will be made on quarterly basis after submitting preventive maintenance report of all the solar systems.
14. Service engineer has to display their phone numbers at Branch under C-AMC under intimation to in-charge officer for preparing necessary security clearance.
15. No transport will be provided to the service engineer for maintaining solar systems. The engineer shall use his own vehicles for reporting. No transportation allowances will be allowed.
16. Engineers must be fully equipped with maintenance tool kit and accessories.
17. Any untoward incidents in respect of service engineers will be the sole responsibility of the service provider. Engineers should be suitably covered for insurance.

Warranty And All Inclusive Maintenance Contract

The entire equipment shall be guaranteed to be free from defective workmanship or materials and any defects that may appear within 5 years from the date of issue of completion certificate for the entire work, which in the opinion of the Employer have arisen from bad workmanship or materials, shall upon intimation by the Employer, be made good by the Contractor at his own cost within the time specified. During the said period of 5 years, the contractor (successful tenderer) shall make periodical inspection of the working of the solar system free of charge at least once a month or earlier, if required, and attend to the lubrication of the various parts and such other service that may be required of him. All routine maintenance/service calls during the defects liability period will also have to be attended in a prompt manner. The warranty period shall be 5 years from the date of handing over of the last lift to the Bank.

Comprehensive Annual Maintenance Contract (AMC)

The tenderer shall quote his rates in rupees per KW for all inclusive Comprehensive Maintenance Contract inclusive of all material, labour and any other costs. The quoted CAMC rate should be inclusive of all duties, levies, taxes, costs like transportation, handling, insurance etc. AMC, if the Bank so desires will commence after the end of Defects Liability Period. AMC RATES ARE TO BE QUOTED EXCLUSIVE OF GST WHICH WILL BE ADMITTED ADDITIONALLY AT PREVALENT RATES IF ADMISSIBLE. These rates shall remain firm for the first 5 years of AMC. THREE TIMES THE QUOTED AMC RATE, DEEMED TO BE THE AMC BURDEN FOR THREE YEARS, SHALL BE LOADED TO THE TENDER COST FOR COMPARISON OF BIDS. THIS HAS BEEN MENTIONED IN THE BILL OF QUANTITY ALSO. After the first five year of AMC, renewal amount for subsequent AMC shall be worked out as per prevailing market rates mutually agreed by the bank and contractor. AS MENTIONED IN THE BILL OF QUANTITY ALSO TENDERERS HAVE TO QUOTE FOR ONLY FIRST

FIVE YEAR OF CAMC

28. Penalty & Additional charges:-

During execution: 0.50% per day of delay subject to maximum 5% of the contract value

After Execution: Based on the down time (Day/ Night) of the Solar system as follows and amount will be deducted from the security deposit.

- a. Up to four Hours – Nil
- b. For 4-8 Hours – 0.2% of security deposit
- c. For 8-12 Hours – 0.3 % of security deposit
- d. 12- 24 Hrs – 0.4% of security deposit
- e. >1 day – 0.5% of security deposit X number of days

The penalties referred in clauses above may be recovered from the future charges/ amount payable to the Service Provider and /or by invoking the Performance Bank Guarantee.

29. Information Confidentiality:

This document is meant for the specific use by the Company / person/s interested to participate in the current tendering process. This document in its entirety is subject to copyright laws. Bank of Baroda expects the bidders or any person acting on behalf of the bidders to strictly adhere to the instructions given in the document and maintain confidentiality of information. The Bidders will be held responsible for any misuse of the information contained in the document and liable to be prosecuted by the Bank, in the event of such circumstances being brought to the notice of the Bank. By downloading the document, the interested party is subject to confidentiality clauses.

30. Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, the Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of the Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

Annexure 01 - Guidelines for submission details

Technical Bid envelope to contain the following (All the Documents should be signed by bidder/authorized representative of bidder)

Section #	Section Heading	Proforma Given
1.	Eligibility criteria compliance with bidder comments	Annexure 02
2.	Undertaking from the bidder	Annexure 03
3.	Application Money	NIL
4.	Bid Security (Earnest Money Deposit)	Bidder to Provide Transaction Details or Bank Guarantee as per Annexure 05
5.	Bid Security Form	Annexure 06
6.	Letter of Undertaking from Bidder	Annexure 07
7.	Conformity Letter	Annexure 09
8.	Executive Technical Summary	Bidder to provide
9.	Technical Proposal: The proposal based on Technical Specification compliance should be submitted with pages properly numbered, each page signed and stamped.	Bidder need to provide the Compliance of all technical requirement along with the scope mentioned in Annexure 12
10.	Copy of the tender document along with annexures and addendum duly sealed and signed on all the pages of the document / digitally signed tender document.	Bidder to provide (signed /Digitally signed documents from authorized representative of bidder)
11.	Masked price bid (Please note that the masked price bid should be exact reflection of the commercial bid except that the masked price bid <u>should not contain any financial information</u>)	Annexure 14
12.	Letter of authorization from the company authorizing the person to sign the tender response and related documents.	Bidder to provide
13.	A certified copy of the resolution of Board, authenticated by Company Secretary/Director, authorizing an official/s of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank.	Bidder to provide (To submit Board Resolution copy of authorizing official to submit the Bid)
14.	Service Level And Non-Disclosure Agreement Format	Annexure 19
Commercial Bid should be strictly as per Commercial bid format (Annexure - 15). Any commercial bid submitted not in conformity with Annexure — 15 and provided along with the Eligibility cum Technical bid, then whole bid will be rejected outright.		

1. Guideline for TENDERING

Tender will be submitted in two parts,

Part I: Containing terms and conditions, specifications etc. and

Part II: The Bill Of Quantity which shall have to be filled up as the Price Bid.

Tender shall have to be submitted in two Covers, Cover I and II, both addressed to The Regional Manager, Bank of Baroda, Baroda City Regional Office, 5th Floor, Suraj Plaza-III, Sayajigunj, Baroda, Gujarat.

Cover-I shall be super scribed "**PART A - TECHNICAL BID FOR SITC OF ON GRID ROOFTOP SOLAR POWER SYSTEMS WITH NET METERING ARRANGEMENTS AT BOB - INDUSTRIAL ESTATE MAKARPURA BRANCH, BOB - BARODA CITY REGION.**" and

Cover-II as **"PART B - PRICE BID FOR SITC OF ON GRID ROOFTOP SOLAR POWER SYSTEMS WITH NET METERING ARRANGEMENTS AT BOB - INDUSTRIAL ESTATE MAKARPURA BRANCH, BOB - BARODA CITY REGION."**

Cover-III as **"TENDER FOR SITC OF ON GRID ROOFTOP SOLAR POWER SYSTEMS WITH NET METERING ARRANGEMENTS AT BOB - INDUSTRIAL ESTATE MAKARPURA BRANCH, BOB - BARODA CITY REGION."**

Cover-I: Shall contain Earnest Money Deposit and Part I of the tender document signed and sealed on each page by authorized signatory. Tenders without EMD will be summarily rejected.

Cover I of the tender shall also contain the following:

- (a) Power of attorney/authorization with seal of company/ firm in the name of person signing the tender documents.
- (b) List of deviation, if any, in commercial terms & condition
- (c) List of deviation, if any, in technical specification.
- (d) Any other technical information the tenderer wishes to furnish.
- (e) Technical Literature/Catalogues of the equipment being offered along with related drawings.
- (f) OEM Authorization letter.
- (g) Turnover related documents
- (h) Copy of previous work orders

DETAILS OF SERVICE CENTRE IN VADODARA WHO WILL BE PROVIDING AFTER SALES & SERVICE.

HAVING ADEQUATE SERVICE FACILITY AT VADODARA TO THE SATISFACTION OF ARCHITECT/BANK IS A MUST FOR THE TENDER TO BE CONSIDERED FURTHER.

In this connection feedback may be sought from other customers as to quality of services.

Cover-II: Shall contain the offered price in INDIAN RUPEES only with detailed break up of price as per Bill Of Quantity duly filled, in duplicate. Other than an unconditional general rebate, no other condition stipulated in Cover-II shall be accepted.

Cover-I will be opened (as mentioned under Important dates sections) in the presence of Tenderers who desire to attend. After examination and evaluation of tenders submitted in Cover-I, the architects/ Bank shall decide terms, conditions, specifications acceptable to them and interact with tenderers whose tenders are considered to be acceptable at Cover I stage to bring them at a par stage in respect of terms, conditions, technically and otherwise. Necessary communication, clarifications, confirmations etc. in this regard shall, if required, shall follow the opening of Cover I. Thereafter, solely at the discretion of the architects/Bank an acceptable set of terms, conditions, specifications etc. will be finalized, which may be the same as in the tender document Part I or with deviations. Once the final terms, conditions, specifications are so devised by the architect/Bank they would be communicated to all tenderers asking them to give their written acceptance of the same by a certain date fixed by the architects/Bank. Tenderers who do not submit the acceptance will not be considered further and Cover II earlier submitted by them will be returned unopened. Only those tenderers who are considered acceptable by the architects/Bank at this stage shall be considered for price bidding. Acceptable tenderers will be intimated about the date and time of opening of price bid.

Cover II and the aforesaid revision shall be opened at the price bid opening and for each tender shall be read in conjunction. They shall carry with them such an authorization letter from the company to the opening. In order to expedite the process the representatives deputed by the tenderers at the time of tender opening should also be authorized to take the decision on behalf of the tenderers.

Delays in submission of any document arising out of the postal irregularities/or any other reason at any stage will not be considered. Also the Bank will not be responsible for damage to tender in transit in case of postal/courier delivery. Late tenders will not be accepted. Tenders without proper Earnest Money Deposit will be rejected.

Annexure 02 –Evaluation Terms

1. Evaluation process

A two stage process is adopted for selection of the Bidder:

- ▶ Stage 1 – Eligibility Cum Technical Bid
- ▶ Stage 2 – Commercial Bid

During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted. The Bank reserves the right to accept or reject any tender in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the Bidders to this document and bank will not entertain any correspondence in this regard.

A. Eligibility cum Technical Bid

Pre-qualification / eligibility criterion for the bidder to qualify this stage is clearly mentioned in below. The Bidder would need to provide supporting documents as part of the eligibility proof. All dates if not specified to be applicable from the date of the RFP.

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
A	General		
1	Bidder must be a Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company/proprietor in India for last 3 years.		Documentary Proof to be attached (Certificate of Incorporation)
2	Bidder must not be blacklisted / debarred by any Statutory, Regulatory or Government Authorities or Public Sector Undertakings (PSUs / PSBs.		Letter of confirmation from Bidder.
3	The Bidder is not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017. or The Bidder is from such a country and has been registered with the Competent Authority i.e the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure to the said Office Memorandum / Order and we submit the proof of registration herewith.		Undertaking as per Annexure03 and Copy of certificate of valid registration with the Competent Authority (If applicable) (signed/Digitally signed documents from authorized representative of bidder&OSD\ OEM)
4	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.		Letter of confirmation from Bidder.
5	Registration with the state DISCOM authority		Copy of registration

S.No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
6	The Bidder to provide an undertaking on his letter head that all the functional and technical requirements highlighted as part of Technical Scope are covered in totality in the proposal submitted by the Bidder.		Letter of confirmation from Bidder.
7	<p><u>Bidder should have completed,</u></p> <p>One similar completed work costing not less than Rs. 7.78 Lakhs.</p> <p>OR</p> <p>Two similar completed works, each costing not less than Rs. 4.86 Lakhs.</p> <p>OR</p> <p>Three similar completed works, each costing not less than Rs. 3.89 Lakhs.</p>		Copies of Work Order and Work completion certificates
B	Financial		
	<p>The Bidder must have registered a turnover of 6.81 Lakhs or above in each year during the three completed financial years – 2020-21, 2021-22* and 2022-23* (Not inclusive of the turnover of associate companies)</p> <p>* If Financial Statements of any bidder is unaudited then we would consider the Financial Statements with an undertaking letter from the bidder that the Statements are not audited.</p>		<p>Audited Financial statements for the financial years 2020-21, 2021-22 and 2022-23 or Certified letter from the Chartered Accountant.</p> <p>or</p> <p>ITR Acknowledgement of financial years 2021-22 and 2022-23</p>
C	Technical		
1	Bidder shall have executed similar Solar Rooftop PV system in last 7 years.		Letter of experience & Bidder need to be submitted.
2	<p>Bidder shall have followed Infrastructure:</p> <p>Adequate resources including manpower, tools and tackles to execute the job.</p> <p>Adequate skills to adhere to DISCOM Power Quality and electrical safety standards</p>		<p>Self-undertaking to be submitted in this regard.</p> <p>BOB reserves the right to inspect the tools and tackles and assess the competency of workers as a proof of compliance to this parameter. Provide undertaking for carryout power quality measurement and electrical safety check for 1st and 2nd years</p>

S. No	Eligibility Criteria	Complied (Yes/No)	Supporting Documents Required
3	Preferably have at least one BEE Certified energy auditor in the firm		Copy of certificate of the Energy auditor
4	Preferably have at least one PWD Certified Electrical supervisor in the firm		Copy of certificate of the PWD supervisor

MARKING SYSTEM FOR TECHNICAL QUALIFICATION

To qualify the stage of technical qualification, the Bidder has to obtain minimum **60%** mark in overall and suggested marks. Bank has the right to obtain confidential report from the clients/ consultants of the works carried out by the bidder.

SR.NO	DESCRIPTION	MAXIMUM MARKS (MAX)	SELF RATING MARKS
1	Year of experience in relevant field	1) ≥ 7 yrs 2) ≥ 5 yrs 3) Experience with PSU/PSU/Govt. (extra marks)	15 10 5
2	Details of the project completed of similar nature completed in last 5 years of costing.	1) Project Cost $\geq 80\%$ of estimate Rs. 8.64 LAKHS 2) $> 50\%$ of estimate Rs. 3) $> 40\%$ of estimate Rs.	10 5 3
3	Average Annual turnover in last three years	1) > 10.00 Crore 2) > 5.00 upto 10.00 crore 3) > 0.00 upto 5.00 crore	15 10 5
4	Performance/ quality of work for similar job (will be assessed based on site visit / confidential reports from the clients)	1) Excellent 2) Very Good 3) Good / Satisfactory	5 3 2
5	Service center network across the Region i.e. Vadodara District	1) Service center available in the Vadodara 2) No service center in Vadodara	5 0
6	Sample /Demo showcase of product offered	Marks will be allotted as per the Sample/certificates/experience	10
7	Explanation of Designs	Marks will be allotted as per the Design/plan for maximum utilization of space available	20
8	Vendor type	OEM OEM Authorized Dealer	10 5
9	TAT observed	Before time On given time Delay	10 5 0
	Total		100

Bidders who Score minimum 60 marks would only qualify for the commercial bid opening.

B. Commercial Bid Evaluation

The commercial bids of only those bidders who qualify in both eligibility and technical evaluation will be opened. The date for opening of the commercial bid would be communicated separately to the technically eligible Bidders.

The decision of the Bank shall be final and binding on all the bidders to this document. The Bank reserves the right to accept or reject an offer without assigning any reason whatsoever. The bidder is expected not to add any conditions / deviations in the commercial bid. Any such conditions / deviations may make the bid liable for disqualification.

2. Commercial Bids Terms

- a. The prices and other terms offered by bidders must be firm for an acceptance period of 120 days from the opening of the commercial bid.
- b. In case of any variation (upward or down ward) in Government levies / taxes / cess / duties etc. which has been included as part of the price will be borne by the bidder. Variation would also include the introduction of any new tax / cess/ duty, etc provided that the benefit or burden of other taxes quoted separately as part of the commercial bid like GST and any taxes introduced instead of GST and levies associated to GST or any new taxes introduced after the submission of bidder's proposal shall be passed on or adjusted to the Bank. If the Bidder makes any conditional or vague offers, without conforming to these guidelines, Bank will treat the prices quoted as in conformity with these guidelines and proceed accordingly. Necessary documentary evidence should be produced for having paid any tax/cess/duty, if applicable, and or other applicable levies.
- c. If any Tax authorities of any state, including, Local authorities like Corporation, Municipality etc. or any Government authority or Statutory or autonomous or such other authority imposes any tax, charge or levy or any cess / charge other than GST and if the Bank has to pay the same for any of the items or supplies made here under by the bidder, for any reason including the delay or failure or inability of the bidder to make payment for the same, the Bank has to be reimbursed such amounts paid, on being intimated to the Bidder along with the documentary evidence. If the Bidder does not reimburse the amount within a fortnight, the Bank shall adjust the amount out of the payments due to the Bidder from the Bank along with the interest calculated at commercial rate.
- d. Terms of payment as indicated in the letter of acceptance/ order that will be issued by the Bank on the selected Bidder will be final and binding on the bidder and no interest will be payable by the Bank on outstanding amounts under any circumstances. If there are any clauses in the Invoice contrary to the terms of the Purchase Contract, the bidder should give a declaration on the face of the Invoice or by a separate letter explicitly stating as follows "Clauses, if any contained in the Invoice which are contrary to the terms contained in the Purchase Contract will not hold good against the Bank and that the Invoice would be governed by the terms contained in the Contract concluded between the Bank and the bidder".
- e. The Bank is not responsible for any assumptions or judgments made by the bidder for arriving at any type of costing. The Bank at all times will benchmark the performance of the bidder to the RFP and other documents circulated to the bidder and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the bidder must make good the same at no extra cost to the Bank, in order to achieve the desired service levels as well as meeting the requirements of these documents. The Bank shall not be responsible for any assumptions made by the bidder and the Bank's interpretation will be final.
- f. The Commercial Offer should give all relevant price information and should not contradict the Technical Offer in any manner. There should be no hidden costs for items quoted.
- g. The Bank is not responsible for the arithmetical accuracy of the bid. The bidders will have to ensure all calculations are accurate. The Bank at any point in time for reasons whatsoever is not responsible for any assumptions made by the Bidder. The Bank at a later date will not accept any plea of the bidder or changes in the commercial offer for any such assumptions.
- h. The bidders shall apply for separate branches as the L1 will be decided for each premises separately i.e. the bid evaluation for each branch will be done separately and L1 bidder for each branch will be decided accordingly.
- i. Bidder to carefully fill the quote for each premises, wherever he wants to apply, The missing quote from the cover-II shall be treated as no submission. However the quotes for other branch shall be considered for bid evaluation of respective premises.

3. Price Comparisons

- a. The successful bidder will be determined on the basis evaluation mentioned in EvaluationCriteria in this RFP document.
- b. The Price offer shall be on a fixed price basis. Bid submitted with an adjustable price quotation will be treated as non-responsive and will be liable to be rejected. The rate quoted by the bidder should necessarily include the following:
 - ▶ Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST will be paid at actuals. The Bidder is expected to provide the GST percentage in commercial (without amounts being submitted in the technical response). There will be no price escalation for during the contract period and any extension thereof.
 - ▶ The Bidders expected to provide details of services which are required to be extended by the Bidder in accordance with the terms and conditions of the contract.

Annexure – 03 Declaration/ undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of finance department of expenditure

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

To

**The Regional Manager,
Bank of Baroda – Baroda City Region,
Baroda.**

Sir,

We, M/s -----are a private/public limited company/LLP/Firm ~~strike off whichever is not applicable~~ incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ---

----- (referred to as the “Bidder”) are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Please strike off whichever is not applicable

1. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country.”
2. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is from such a country. I hereby certify that _____ fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]”

In case the work awarded to us, I/ we undertake that I/ we shall not subcontract any of assigned work under this engagement without the prior permission of bank.

Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our subcontractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub- contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfills all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

2. We, hereby confirm that we fulfill all the eligibility criteria as per the office memorandum/order mentioned above and RFP and we are eligible to participate in the Tender process.

We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to forfeit the security deposits/

earnest money provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us or through our Authorized person, after having read and understood the terms of RFP and the Office Memorandum and Order.

Dated this.....by 20

Yours faithfully,

Authorized Signatory Name:

Designation:

Bidder's Corporate Name Address

Email and Phone #

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)

ANNEXURE 04 – BID FEES (APPLICATION MONEY) LETTER

To

The Regional Manager,

Bank of Baroda – Baroda City Region,

Baroda.

Sub: RFP FOR PROCUREMENT OF-----.

We having our registered office at (herein after called the 'BIDDER') are offering Application Money Deposit as per details below for consideration of the bid of the above mentioned Bidder.

Amount: Rs. _____/- (Rupees _____ Only)

Mode: Online Transfer

Payment Type: RTGS (Real Time Gross Settlement) / NEFT (National Electronics FundTransfer)

UTR / Txn ref. No. _____ **Txn Date:** _____

Remitting Bank: _____ **Remitting Bank IFSC Code:** _____

Beneficiary Account: Bank of Baroda, Bank Account No.....

Beneficiary Bank IFSC Code:

The details of the transaction viz. scanned copy of the receipt of making transaction or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

The Bank at its discretion, may reject the bid if the application money doesn't reflect in beneficiary account as per details furnished above.

Dated this.....by 20

Yours faithfully,

Authorized Signatory Name:

Designation:

Bidder's Corporate Name Address

Email and Phone #

ANNEXURE 05 – BID SECURITY LETTER

To,
The Regional Manager,
Bank of Baroda – Baroda City Region,
Baroda.

Sir,

Sub: RFP FOR PROCUREMENT OF-----.

We having our registered office at (herein after called the 'BIDDER') are offering Earnest Money Deposit as per details below for consideration of the bid of the above mentioned Bidder.

Amount: Rs. _____/- (Rupees _____ Only)

Mode: Online Transfer/Bank Guarantee

Payment Type: RTGS (Real Time Gross Settlement) / NEFT (National Electronics FundTransfer)/ /Bank Guarantee

UTR / Txn ref. No. _____ **Txn Date:** _____

Remitting Bank: _____ **Remitting Bank IFSC Code:** _____

Beneficiary Account: Bank of Baroda, Bank Account No.

Beneficiary Bank IFSC Code:

The details of the transaction viz. scanned copy of the receipt of making transaction or Bank Guarantee or Micro and Small Enterprises (MSE) / Startups Certificate (if EMD not applicable) to be enclosed.

The Bank at its discretion, may reject the bid if the EMD money doesn't reflect in beneficiary account or BG not received as per details furnished above.

Account Details for refund of Bid Security (Earnest Money Deposit) as per terms & conditions mentioned in the Tender document

We having our registered office at (herein after called the 'BIDDER') are providing our bank account details as per below to be considered as our account for refund of Bid Security (Earnest Money Deposit), wherever applicable as per terms & conditions mentioned in the Tender document.

A/C Name:

A/C No. (Company account details):

IFSC Code:

Bank Name:

Bank Address:

The details mentioned above is treated as final & bank shall not be held responsible for any wrong/failed transaction due to any discrepancy in above details.

Dated this.....by 20

Yours faithfully,

Authorized Signatory Name:

Designation:

Bidder's Corporate Name Address

Email and Phone #

ANNEXURE 06- BID SECURITY FORM

Pro forma for Bank Guarantee in lieu of EMD

To,

Date -

Bank of Baroda

.....**Dear Sir,**

WHEREAS.....(Company Name) registered under the Indian Companies Act 1956 and having its Registered Office at India (hereinafter referred to as "the VENDOR")
Proposes to offer its response to RFP No.. #: (RFP details)
(Hereinafter called the "RFP")

AND WHEREAS, in terms of the conditions as stipulated in the RFP, the VENDOR is required to furnish a Bank Guarantee in lieu of the Earnest Money Deposit (EMD), issued by a Scheduled Commercial Bank in India in your favour to secure the order of the RFP in accordance with the RFP Document (which guarantee is hereinafter called as "BANK GUARANTEE")

AND WHEREAS the VENDOR has approached us, for Providing the BANK GUARANTEE.

AND WHEREAS at the request of the VENDOR and in consideration of the proposed RFP response to you, WE, having Office at , India has agreed to issue the BANK GUARANTEE.

THEREFORE, WE,, through our local office at India furnish you the Bank GUARANTEE in manner hereinafter contained and agree with you as follows:

1. We , undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time to the extent of Rs.....(Rupees only) an amount equivalent to the EMD against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the vender . any of the terms and conditions contained in the RFP and in the event of the VENDOR commits default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the RFP or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.....(Rupees only) as may be claimed by you on account of breach on the part of the VENDOR of their obligations in terms of the RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the VENDOR has committed any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the VENDOR after expiry of the relative guarantee period of the RFP and after the VENDOR had discharged all his obligations under the RFP and produced a certificate of due completion of work under the said RFP and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend Bank Guarantee on account of any reason whatsoever, we undertake to extend the period of Bank Guarantee on your request under intimation to the VENDOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without affecting Bank Guarantee from time to time to vary any of the terms and conditions of the RFP or extend the time of performance of the RFP or to postpone any time or from time to time any of your rights or powers against the VENDOR and either to enforce or forbear to enforce any of the terms and conditions of the said RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the VENDOR or any other forbearance, act or omission on your part or of any indulgence by you to the VENDOR or by any variation or modification of the RFP or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. (Rupees only) as aforesaid or extend the period of the guarantee Beyond the said day of unless expressly agreed to by us in writing.
6. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the VENDOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the VENDOR.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the VENDOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
8. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the VENDOR from time to time arising out of or in relation to the said RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by courier, telex, fax, e-mail or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
10. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantee here before given to you by us (whether jointly with others or alone) and now existing un-cancelled and that Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. The Bank Guarantee shall not be affected by any change in the constitution of the VENDOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the VENDOR.
14. Notwithstanding anything contained herein above;
 - i) our liability under this Guarantee shall not exceed Rs (Rupees Only) ;
 - ii) this Bank Guarantee shall be valid up to and including the date and
 - iii) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.
15. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

For and on behalf of

Branch Manager

Seal & Address

ANNEXURE 07 – COVERING LETTER FROM THE BIDDER

To

The Regional Manager,
Bank of Baroda – Baroda City Region,
Baroda

Sir,

Sub: RFP FOR -----.

1. Having examined the Tender Documents including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the 'Request for Proposal' and the other schedules of requirements and services for your bank in conformity with the said Tender Documents in accordance with the schedule of Prices indicated in the Price Bid and made part of this Tender.
2. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the Tender Document.
3. We agree to abide by this Tender Offer for 120 days from date of bid opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
4. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
5. a) We undertake that in competing for and if the award is made to us, in executing the subject Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
6. We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
7. We certify that we have provided all the information requested by the bank in the format requested for. We also understand that the bank has the exclusive right to reject this offer in case the bank is of the opinion that the required information is not provided or is provided in a different format.

Dated this.....by..... 20

Yours faithfully,

Authorized Signatory Name:

Designation:

Bidder's Corporate Name Address

Email and Phone #

ANNEXURE 08--PRE-BID QUERIES FORM

Authorized SignatoryName:

Designation:

Bidder's Corporate Name/Address

Email and Phone #Date:

ANNEXURE 09–CONFORMITY LETTER

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

To

The Regional Manager,
Bank of Baroda – Baroda City Region,
Baroda

Sir,

Sub: RFP FOR

Further to our proposal dated, in response to the Request for Proposal.....(Bank's tender No. hereinafter referred to as "RFP") issued by Bank of Baroda ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory Name:

Designation:

Bidder's Corporate Name Address

Email and Phone #

ANNEXURE 12 – PROJECT DETAILS SCOPE OF WORK

1. Project Scope

Bank will award the contract to the successful bidder (L-1). The bidder should make provision as per the scope briefed in this RFP.

The Bidder shall perform the following tasks as per Bank requirement and satisfaction as per this RFP, but not limited to:

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

Service Levels and Uptime Guarantee

2. Delivery

3. Warranty

4. Payment Terms

The bidder must accept the payment terms proposed by the Bank. The commercial bid submitted by the bidders must be in conformity with the payment terms proposed by the Bank. Any deviation from the proposed payment terms would not be accepted. The Bank shall have the right to withhold any payment due to the bidder, in case of delays or defaults on the part of the bidder. Such withholding of payment shall not amount to a default on the part of the Bank. If any of the items / activities as mentioned in the price bid is not taken up by the bank during the course of the assignment, the bank will not pay the cost of such items and professional fees quoted by the bidder in the price bid against such activity / item.

There shall be no escalation in the prices once the prices are fixed and agreed to by the Bank and the bidder. Payment will be released by bank, as per above payment terms on submission of relevant documents.

5. Inspections and Tests- As per BIS and Relevant codes.

6. Right to Alter requirements

The Bank reserves the right to alter the requirements specified in the Tender. The Bank also reserves the right to delete one or more items from the list of items specified in the Tender. The Bank will inform all Bidders about changes, if any. The Bidder agrees that the Bank has no limit on the additions or deletions on the items for the period of the contract. Further the Bidder agrees that the prices quoted by the Bidder would be proportionately adjusted with such additions or deletions in quantities

ANNEXURE 16-PERFORMANCE GUARANTEE

BANK GUARANTEE
(FORMAT OF PERFORMANCE BANK GUARANTEE)

To
Regional Manager, Bank of Baroda,
Baroda.

WHEREAS M/S (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at, (Please provide complete address) (hereinafter referred to as "Bidder") was awarded a contract by Bank of Baroda (the Bank) vide their Purchase Order no. dated(hereinafter referred to as "PO") for

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No. Dated for (hereinafter referred to as "RFP"), the Bidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank/ schedule commercial bank in India other than the Bank of Baroda in your favour for Rs /- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Bidder, WE, a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having its Office at and a branch inter alia at India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and its address) through our local office at India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

- We do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs /-(Rupees only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP / SLA and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs /-(Rupees only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank of Baroda shall be conclusive as regards the amount due and payable by us to you.
3. This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Bidder or any other forbearance, act or omission on your part or any indulgence by you to the Bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. /- (Rupees.....
..... only) as aforesaid or extend the period of the guarantee beyond the said (date) unless expressly agreed to by us in writing.
5. The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Bidder or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Bidder.
6. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
7. Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the Bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
8. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
9. The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing enforceable and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Bank Guarantee shall not be affected by any change in the constitution of the Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
11. The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.
13. Notwithstanding anything contained herein above;
 - a. our liability under this Guarantee shall not exceed Rs. /- (Rupees only)
 - b. this Bank Guarantee shall be valid and remain in force upto and including the date and
 - c. we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

14. We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Bank.

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

For and on behalf of Branch Manager Seal and Address

Annexure 19 - SERVICE LEVEL AND NON DISCLOSURE AGREEMENT FORMAT

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 **Regional Office – Baroda Zone having Regional office at 5th Floor, Suraj Plaza, Sayajigunj, Baroda, Gujarat**, 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 9500+ branches in India and 100+ branches/ offices overseas including branches of our subsidiaries, distributed in 25 countries. Bank desires to select a Service Provider for Supply, Installation & Maintenance of System/Hardware/Spare at Bank Branches / Offices 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 Supply, Installation & Maintenance of System/Hardware/Spare. 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

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 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

(Terms mentioned in the RFP)

6. Transportation and Insurance(Terms mentioned in the RFP)

7. Pre-shipment Inspections(Terms mentioned in the RFP)

8. Installation

(Terms mentioned in the RFP)

9. Replacement of System/hardware/spares(Terms mentioned in the RFP)

10. Affixing Asset Tags on System/hardware/equipment/spare(Terms mentioned in the RFP)

11. Warranty including Comprehensive Annual Maintenance Contract (CAMC):(Terms mentioned in the RFP)

12. Annual Maintenance Contract and Annual Technical Support

(Terms mentioned in the RFP)

13. 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.

14. 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.

PAYMENT TERMS – As per APPENDIX TO FORM OF OFFER - ANNEXURE 1

15.

16. 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.

17. 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. 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.

18. 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.

19. 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.

20. PROPERTY RIGHTS

Each Party owns and retains all rights, title and interests in and to its respective Pre-Existing Intellectual Property and Independent Intellectual Property. Independent Intellectual Property means any Intellectual Property developed by a Party independently of the applicable statement of work. "Pre-Existing Intellectual Property" means any Intellectual Property owned

by a Party, or licensed to such Party (other than by the other Party), as at the commencement date of the applicable statement of work. Whereas title to all inventions and discoveries made jointly by the parties resulting from the Work performed as per this agreement shall reside jointly between the parties. Both the parties shall mutually decide the future course of action to protect/ commercial use of such joint IPR. The Intellectual Property Rights shall be determined in accordance with Indian Laws.

Without prejudice to above paras all the interim/ final deliverables shall be property of bank. Subject to requisite payments the service provider deemed to grant exclusive, perpetual rights to use of the deliverables in favor of bank.

21. PERFORMANCE GUARANTEE

Service Provider, shall provide unconditional and irrevocable Performance Bank Guarantee for Rs -----/- (Rupees 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 ___ months with additional claim period of three months after expiry of validity period.

22. 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 exceeds 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.
- The Service Provider shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.
- 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.
- In the event that this Agreement is terminated for any reasons, either Party shall forthwith hand over to the other the possession of all documents, material and any other property belonging to the other that may be in the possession of the Party or any of its employees, agents or individuals.

23. CORPORATE AUTHORITY

The Parties represent that they have taken all necessary corporate action and sanction to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request.

24. 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 Vadodara shall 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 _____. 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.

25. 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.

26. 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.

27. PUBLICITY

Any publicity 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.

28. 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.

29. 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.

30. 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.

31. 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 capacity, 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 restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

32. 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.

33. 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 capacity, 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.

34. 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 herein above are:

To the Bank of Baroda:

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: Designation:

Name: Designation:

Witness 1 :

Witness 1 :

Witness 2 :

Witness 2 :

1. **Full and final Bill:** Contactor will submit as built drawings, MTC, Warranty etc alongwith the full and final bill. The same shall be checked and verified by consultant and bank engineer. Full and final bill shall be settled with in 3 months after SITC of solar panel.
2. **Annual Maintenance Contract (Comprehensive) –**

If the Solar equipment cannot be made serviceable either by repair or by replacement and put back the system into regular operation within -3 Days, on account of any breakdown due to equipment failures/repairs/settings, failing which a penalty at the rate of Rs 1,000/-(Rupees one thousand only) per day for the first 10 days and Rs 5,000/- (Rupees Five Thousand only) per day beyond 10 days shall be imposed and deducted from any payment due to the contactor or from the Security Deposit or by revoking the Performance Guarantee.

Notes:

The Comprehensive Annual Maintenance Contract (CAMC) for period of 5 years shall start on the day following expiry of 5 Year of Defect Liability Period. The type of CAMC should encompass replacement of all types of spares including critical components. In addition following are to be carried out:

a) Routine Preventive Maintenance Schedule to be submitted

- 1) Schedule to cover manufacturer's recommendation and/or common engineering practice (for all plant and machinery under contract) and as per IS Code of Practice.
- 2) Plant and Machinery history card giving full details of equipment and frequency of checks and overhaul.
- 3) Monthly Status Report.
- 4) Payment shall be done on half yearly basis in advance against BG.

b) Uptime during Maintenance Contract

- 1) 98% uptime of all systems under contract.
- 2) Up time shall be assessed every month and in case of shortfall during any month the contract shall be extended by a month.
- 3) There shall be no reimbursement for the extended period.
- 4) Break-downs shall be attended to within – 3 Days of reporting.
- 5) Replacement of parts due to manufacture or material defects and normal wear & tear.

c) Agreement

Separate agreement shall be executed at the time of inception of Annual Comprehensive maintenance Contract consisting of relevant terms and conditions in order to ensure smooth and break free working of lifts so installed.

Note

- The cost quoted by the OEM/bidder for all the hardware should include 1 year OEM comprehensive Onsite Warranty
- The bidder is required to provide their commercial for each of the above line items.
- If the cost for any line item is indicated as zero then it will be assumed by the Bank that the said item is provided to the Bank without any cost.
- The bidder has to make sure all the arithmetical calculations are accurate. Bank will not be held responsible for any incorrect calculations.
- The price quoted by the bidder shall be in Indian Rupees and shall be all inclusive, that is inclusive of all taxes and levies, excluding GST as applicable, which will be paid by the Bank.
- All Quoted Commercial Values should comprise of values only up to 2 decimal places. Bank for evaluation purpose will consider values only up to 2 decimal places for all calculations & ignore all figures beyond 2 decimal places.
- Bank will deduct applicable TDS, if any, as per the law of the land.
- No price increase on account of change in tax structure, duties, levies, charges etc shall be permitted.
- No price increase on account of exchange rate fluctuations.
- All line items should be as per minimum specifications mentioned in Tender.

We confirm that we will abide by all the terms and conditions mentioned in the Request for Proposal document

Authorized Signatory Name:

Designation:

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.
- 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 equipment's / 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 contractor's staff shall be competent to operate emergency appliances like fire extinguishers.
- vii) The contractor's 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 contractor, are not permitted at the 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 Contractor's activities shall be charged to their account.
- x) The equipment's & materials stored at our premises are at Contractor's 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 work, must be suitably disposed in identified areas.

- xiv) The contractor shall engage qualified supervisors at the work site whenever men are engaged for work.
- xv) First aid box with adequate medicine are to be provided in the work area.
- xvi) 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.
- xvii) 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.
- xviii) Staffs under your control are to be insured during the work period.
- xix) 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.

4. 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.

5. 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.

6. 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 equipment's 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.

7. All the Indian Electricity rules 1956 on Electrical Safety should be strictly followed while execution of the Electrical works

8. 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 Labor 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 CONTRACTOR WITH SEAL

TECHNICAL SPECIFICATIONS

1.1 INTRODUCTION:

In grid-connected Solar Photo-Voltaic (SPV) systems, solar energy is fed into the building loads that are connected to the public electricity grid through a service connection with surplus energy being fed into the grid and shortfall being drawn from the grid. Production of surplus energy may happen when solar energy produced exceeds building load energy demand. This surplus is fed into the grid, when energy demand in the building exceeds solar energy production, energy is drawn from the grid. Grid connected solar PV systems have no battery storage and will not work during grid failure. For buildings with grid-connected solar PV systems, the service connection meter needs to be of the bidirectional type, whereby import kWh and export kWh are separately recorded.

1.2 QUALITY AND WORKMANSHIP:

Solar PV modules are designed to last 25 years or more. It is therefore essential that all system components and parts, including the mounting structures, cables, junction boxes, distribution boxes and other parts also have a life cycle of at least 25 years. Therefore all works shall be undertaken with the highest levels of quality and workmanship. During inspection of Bank Engineer and its representatives will pay special attention to neatness of work execution and conformity with quality and safety norms. Non-compliance works will have to be redone at the cost of the Installer.

1.3 DEFINITION:

A Grid Tied Solar Rooftop Photo Voltaic (SPV) power plant consists of SPV array, Module Mounting Structure, Power Conditioning Unit (PCU) consisting of Maximum Power Point Tracker (MPPT), Inverter, and Controls & Protections, interconnect cables and switches. PV Array is mounted on a suitable structure. Grid tied SPV system is without battery and should be designed with necessary features to supplement the grid power during day time. Components and parts used in the SPV power plants including the PV modules, metallic structures, cables, junction box, switches, PCUs etc., should conform to the BIS or IEC or international specifications, wherever such specifications are available and applicable.

Solar PV system shall consist of following equipment's/components.

- Solar PV modules consisting of required number of Crystalline PV modules with linear performance warranty.
- Grid interactive Power Conditioning Unit with Remote Monitoring System including the SIM recharge for the 5-year period.
- Mounting structures (as per site conditions).
- Junction Boxes.
- Earthing and lightning protections (both DC & AC sides).
- IR/UV protected PVC Cables, pipes and accessories.

1.4 SOLAR PHOTOVOLTAIC MODULES:

1.4.1 The PV modules used must qualify to the latest edition of IEC PV module qualification test or equivalent BIS standards Min. 545 Wp Bifacial Crystalline Silicon Terrestrial PV Modules Modules IEC 62548, IEC 61215, IEC 61730-1. In addition, the modules must confirm to IEC 61730 Part-2- requirements for construction & Part 2 – requirements for testing, for safety qualification or equivalent IS.

- a) For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to Modules IEC 62548, IEC 61215, IEC 61730-1.

- b) The total solar PV array capacity should not be less than allocated capacity (kWp) and should comprise of 545 Wp Bifacial Crystalline Silicon Terrestrial PV Modules and above wattage. Module capacity less than minimum 545 watts should not be accepted.
- c) Protective devices against surges at the PV module shall be provided. Low voltage drop bypass diodes shall be provided.
- d) PV modules must be mandatorily tested and approved by one of the IEC authorized test centers.
- e) The module frame shall be made of corrosion resistant materials, preferably having anodized aluminum.
- f) The bidder shall carefully design & accommodate requisite numbers of the modules to achieve the rated power in his bid. Bank shall allow only minor changes at the time of execution.

1.4.2 Other general requirement for the PV modules and subsystems shall be the Following:

- a) The rated output power of any supplied module shall have tolerance of +/- 3%.
- b) The peak-power point voltage and the peak-power point current of any supplied module and/or any module string (series connected modules) shall not vary by more than 2 (two) per cent from the respective arithmetic means for all modules and/or for all module strings, as the case may be.
- c) The module shall be provided with a junction box with either provision of external screw terminal connection or sealed type and with arrangement for provision of by-pass diode. The box shall have hinged, weather proof lid with captive screws and cable gland entry points or may be of sealed type and IP-65 rated.
- d) IV curves at STC should be provided by bidder.

1.4.3 Modules deployed must use a RF identification tag. The following information must be mentioned in the RFID used on each modules (This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions).

- a) Name of the manufacturer of the PV module.
- b) Name of the manufacturer of Solar Cells.
- c) Month & year of the manufacture (separate for solar cells and modules).
- d) Country of origin (separately for solar cells and module).
- e) I-V curve for the module Wattage, I_m , V_m and FF for the module.
- f) Unique Serial No and Model No of the module.
- g) Date and year of obtaining IEC PV module qualification certificate.
- h) Name of the test lab issuing IEC certificate.
- i) Other relevant information on traceability of solar cells and module as per ISO9001 and ISO 14001.

1.5. ARRAY/MODULE MOUNTING STRUCTURE:

- i. Hot dip galvanized MS/ Aluminum – Zinc Coated mounting structures shall be used for mounting the modules/ panels/arrays. Each structure will have angle of inclination as per the site conditions to take maximum insolation.
- ii. The Mounting structure must be Non-invasive Ballast Type and any sort of penetration of roof to be avoided. The design details are as follows:
 - a. The inclination of module should be within 10-15 degrees or as per instructions.
 - b. The upper edge of the module must be covered with wind shield so as to avoid bulk air ingress below the module. Slight clearance must be provided on both edges (upper & lower) to allow air for cooling.
- iii. The mounting structure should be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS 4759.
- iv. The fasteners should be made up of stainless steel. The structures shall be designed to allow easy replacement of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the

output from the SPV panels.

- v. The total load of the structure (when installed with PV modules) on the terrace should be less than 60 kg/m². The load shall be well distributed so that point loads are well within the limits.
- vi. **The minimum clearance of the structure from the roof level should be in between 1800-2100 mm OR as per Instructions of the Bank/ Architect.**
- vii. The structures should be laid on the rooftop on weather resistant FRP mountings which should be non-penetrating type and proper drainage of rain water over terrace through the installation area should be maintained.
- viii. The structures should be suitably loaded with reinforced concrete blocks of appropriate weight made out of M25 concrete mixture.
- ix. Special care should be taken while designing all structures for modules to cater to heavy rainfall.
- x. The array shall be located sufficiently inside the boundary wall of the terrace (parapet wall) and should not be projecting out. PV array shall be installed in the terrace space free from any obstruction and/or shadow. PV array shall be installed utilizing optimum terrace space to minimize effects of shadows due to adjacent PV panel rows.
- xi. Adequate spacing shall be provided between two panel frames and rows of panels to facilitate personnel protection, ease of installation, replacement, cleaning of panels and electrical maintenance.
- xii. Additional waterproofing shall be provided in the areas where RCC blocks are placed on the terrace.
- xiii. The minimum clearance between lower edge of PV panel and terrace ground level shall be 1800 mm to allow ventilation for cooling, also ease of cleaning and maintenance of panels as well as cleaning of terrace.
- xiv. The PV array structure design shall be appropriate with a factor of safety of min. 1.5.
- xv. **Each array may be provided with two bird repellents spikes at a level higher than the upper edge of the array.** The location of the spike should be selected for minimum shadow effect.
- xvi. The support structure shall be free from corrosion when installed.
- xvii. PV modules shall be secured to support structure using screw fasteners and/or metal clamps. Screw fasteners shall use existing mounting holes provided by module manufacturer. No additional holes shall be drilled on module frames. Module fasteners/clamps shall be adequately treated to resist corrosion.
- xviii. Adequate spacing shall be provided between any two modules secured on PV array for improved wind resistance.
- xix. The structure shall be designed to withstand operating environmental conditions for a period of minimum 25 years.
- xx. The structure should be appropriately designed to withstand high wind velocities up to 200 km per hour. (The bidder is required to submit a certificate from an authorized chartered engineer with regards to the strength and durability of the structure)

JUNCTION BOXES (JBs):

- a. The junction boxes are to be provided in the PV array for termination of connecting cables. The J. Boxes (JBs) shall be made of GRP/FRP/Powder Coated Aluminum /cast aluminum alloy/PC with full dust, water & vermin proof arrangement. All wires/cables must be terminated through cable lugs. The JB's shall be such that input & output termination can be made through suitable cable glands.
- b. Copper bus bars/terminal blocks housed in the junction box with suitable termination threads conforming to IP65 standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry. Single / double compression cable glands. Provision of earthing. It should be placed at 5 feet height or above for ease of accessibility.
- c. Each Junction Box shall have High quality Suitable capacity Metal Oxide Varistors (MOVs) /SPDs, suitable Reverse Blocking Diodes. Suitable earthing should be provided to SPD. The Junction Boxes shall have suitable arrangement monitoring and disconnection for each of the groups.
- d. Suitable markings shall be provided on the bus bar for easy identification and the cable ferrules must be fitted at the cable termination points for identification.

1.7 DISTRIBUTION BOARD:

- i. Distribution panel to receive the DC output from the array field.
- ii. DC DPBs shall have sheet from enclosure of dust & vermin proof conform to IP 65 protection. The bus bars are made of copper of desired size and suitable capacity.
 - a) Arrangement such as grouting and calming should be provided to secure the installation against the specific

wind speed. The vendor should provide concrete foundation 500mmx500mmx500mm to increase the strength. Non-invasive strictures are recommended to avoid leakage in roof. The mounting structure steel shall be as per latest IS 2062: 1992 and galvanization of the mounting structure shall be in compliance of latest IS 4759.

- b) Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, and nuts and bolts. Necessary protection towards rusting need to be provided either by coating or anodization.
- c) The fasteners used should be made up of stainless steel. The structures shall be designed to allow easy replacement of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels. Lay out should allow for easy access for panel cleaning.
- d) Regarding civil structures the bidder need to take care of the load bearing capacity of the roof and need arrange suitable structures based on the quality of roof.
- e) The total load of the structure (when installed with PV modules) on the terrace should be within permissible limit.
- f) The minimum clearance of the structure from the roof level should be 1800 mm.
- g) CBs/MCCB shall be provided for controlling the DC power output to the PCU along with necessary surge arrestors.

1.8 AC DISTRIBUTION PANEL BOARD:

- a. Distribution Panel Board (DPB) shall control the AC power from PCU/ inverter, and should have necessary surge arrestors. Interconnection from ACDB to mains at LT Bus bar while in grid tied mode.
- b. All switches and the circuit breakers, connectors should conform to IEC 60947, part I, II and III/ IS60947 part I, II and III.
- c. The changeover switches, cabling work should be undertaken by the bidder as part of the project.
- d. All the Panel's shall be metal clad, totally enclosed, rigid, floor mounted, air - insulated, cubical type suitable for operation on three phase / single phase, 415 or 230 volts, 50 Hz
- e. The panels shall be designed for minimum expected ambient temperature of 45degree Celsius, 80 percent humidity and dusty weather.
- f. All indoor panels will have protection of IP54 or better. All outdoor panels will have protection of IP65 or better.
- g. Should conform to Indian Electricity Act and rules (till last amendment).
- h. All the 415 AC or 230 volts devices / equipment like bus support insulators, circuit breakers, SPDs, VTs etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions

Variation in supply voltage	+/- 5 %
Variation in supply frequency	+/- 3 Hz

1.9. PCU/ ARRAY SIZE RATIO:

- a) **Total Inverter capacity should be greater than or equal to the Rooftop PowerPlant Capacity.**

b) Maximum power point tracker shall be integrated in the PCU/inverter to maximize energy drawn from the array.

1.10 PCU/ Inverter:

As SPV array produce direct current electricity, it is necessary to convert this direct current into alternating current and adjust the voltage levels to match the grid voltage. Conversion shall be achieved using an electronic Inverter and the associated control and protection devices. All these components of the system are termed the “Power Conditioning Unit (PCU)”. In addition, the PCU shall also house MPPT (Maximum Power Point Tracker), an interface between Solar PV array & the Inverter, to the power conditioning unit/inverter. The Inverter output should be compatible with the grid frequency. Typical technical features of the inverter shall be as follows:

- Switching devices: IGBT/MOSFET.
- Control: Microprocessor /DSP.
- Nominal AC output voltage and frequency: 415V, 3 Phase, 50 Hz (In case single phase inverters are offered, suitable arrangement for balancing the phases must be made.).
- Output frequency: 50 Hz.
- Grid Frequency Synchronization range: + 3 Hz or more.
- Ambient temperature considered: -20o C to 80o C.
- Humidity: 95 % Non-condensing.
- Grid Frequency Tolerance range: + 3 or more.
- Grid Voltage tolerance: - 20% & + 15 %.
- No-load losses: Less than 1% of rated power.
- Inverter efficiency (minimum): >93%.
- THD: < 3%.
- PF: > 0.95.

- a. Three phase PCU/ inverter shall be used with each power plant system (10kW and/or above) but In case of less than 10kW single phase inverter can be used.
- b. PCU/inverter shall be capable of complete automatic operation including wake-up, synchronization & shutdown.
- c. The output of power factor of PCU inverter is suitable for all voltage ranges or sink of reactive power, inverter should have internal protection arrangement against any sustainable fault in feeder line and against the lightning on feeder.
- d. Built-in meter and data logger to monitor plant performance through external computer shall be provided.
- e. The power conditioning units / inverters should comply with applicable IEC/ equivalent BIS standard for efficiency measurements and environmental tests as per standard codes IEC 61683/IS 61683 and IEC 60068-2(1,2,14,30)/Equivalent BIS Std.
- f. The charge controller (if any) / MPPT units environmental testing should qualify IEC 60068-2(1, 2, 14, 30)/Equivalent BIS std. The junction boxes/ enclosures should be IP65(for outdoor)/ IP 54 (indoor) and as per IEC 529 specifications.

- g. The PCU/ inverters should be tested from the MNRE approved test centers / NABL /BIS /IEC accredited testing calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses.

1.11 INTEGRATION OF PV POWER WITH GRID:

The output power from SPV would be fed to the inverters which converts DC produced by SPV array to AC and feeds it into the main electricity grid after synchronization. In case of grid failure, or low or high voltage, solar PV system shall be out of synchronization and shall be disconnected from the grid. 4 pole isolation of inverter output with respect to the grid need to be provided.

1.12 DATA ACQUISITION SYSTEM / PLANT MONITORING:

- i. Data Acquisition System shall be provided for each of the solar PV plant.
- ii. Data Logging Provision for plant control and monitoring, time and date stamped system data logs for analysis with the high quality, Metering and Instrumentation for display of systems parameters and status indication to be provided.
- iii. Data from the inverter shall be uploaded to internet via sim card based device. The monitoring details should be shared by the Bank.
- iv. The following parameters are accessible via the operating interface display in real time separately for solar power plant.
1. AC Voltage.
 2. AC Output current.
 3. Output Power.
 4. Power factor.
 5. DC Input Voltage.
 6. DC Input Current.
 7. Time Active.
 8. Time disabled.
 9. Time Idle.
 10. Power produced
 11. Protective function limits (Viz-AC Over voltage, AC Under voltage, Over frequency, Under frequency ground fault, PV starting voltage, PV stopping voltage.
- v. All major parameters available on the digital bus and logging facility for energy auditing through the internal microprocessor and read on the digital front panel at any time) and logging facility (the current values, previous values for up to a month and the average values) should be made available for energy auditing through the internal microprocessor and should be read on the digital front panel.
- vi. PV array energy production: Digital Energy Meters to log the actual value of AC/ DC volt- age, Current & Energy generated by the PV system provided. Energy meter along with CT/PT should be of 0.5 accuracy class.
- Computerized DC String/Array monitoring and AC output monitoring shall be provided as part of the inverter and/or string/array combiner box or separately.
- vii. String and array DC Voltage, Current and Power, Inverter AC output voltage and current (All 3 phases and lines), AC power (Active, Reactive and Apparent), Power Factor and AC energy (All 3 phases and cumulative) and frequency shall be monitored.
- viii. The data shall be recorded in a common work sheet chronologically date wise. The data file shall be MS Excel compatible. The data shall be represented in both tabular and graphical form.
- ix. All instantaneous data shall be shown on the computer screen.
- x. Software shall be provided for USB download and analysis of DC and AC parametric data for individual plant.

- xi. Provision for Internet monitoring and download of data shall be also incorporated.
- xii. Remote Server and Software for centralized Internet monitoring system shall be also provided for download and analysis of cumulative data of all the plants.
- xiii. Simultaneous monitoring of DC and AC electrical voltage, current, power, energy and other data of the plant to be provided.
- xiv. Remote Monitoring and data acquisition through Remote Monitoring System soft- ware at the Bank location with latest software/hardware configuration, service connectivity (including the SIM recharge for the period of 5 years) for online /real time da- ta monitoring/control complete to be supplied, operation & maintenance/control to be ensured by the supplier. Provision for interfacing these data on [NAME OF THE ORGANISATION] server and portal in future shall be kept.**

1.13 METERING:

a. The bidirectional electronic energy meter per the statutory requirements of DISCOMs shall be installed for the measurement of import/Export of energy (getting statutory requirements and installation of bi-directional meter is installer scope with free of cost).

b. Solar meter to be installed to measure the solar generation as per OERC guidelines.

c. The bidder must take approval/NOC from the Concerned DISCOM for the connectivity, technical feasibility, and synchronization of SPV plant with distribution network and copy submit to Bank before commissioning of SPV plant.

d. Inverter should comply with anti-islanding norms of OERC.

1.14 POWER CONSUMPTION:

Regarding the generated power consumption, priority need to give for internal consumption first stand thereafter any excess power can be exported to grid. . Decisions of appropriate authority like DISCOM, state regulator may be followed.

1.15 PROTECTIONS:

The system should be provided with all necessary protections like earthing, Lightning, and gridislanding as follows:

1.15.1 LIGHTNING PROTECTION:

The SPV power plants shall be provided with lightning & overvoltage protection. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc.,. The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors. Lightning protection should be provided as per IEC 62305 standard. Lightning conductor should be made of 25 mm dia 4000mm long GI spike as per Provision of IS 2309-1969. Necessary concrete foundation to be provided for holding Lightning conductor considering the wind speed. It should be earthed through 20x3 GI flat from pit with proper insulation. Height of Lightning conductor from array structure should be min 4 meter.

1.15.2 SURGE PROTECTION:

Internal surge protection shall consist of three MOV type surge-arrestors connected from +ve and -ve terminals to earth (via Y arrangement)/ SPD (type II). SPD should be provided in AC and DC side of solar PV system. It should have protection voltage of 2.5kv and nominal discharge current of 5kA (8/20) micro sec. SPD earthing terminals should be connected to earthing system.

1.15.3 EARTHING PROTECTION:

a. 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 earthed inside the array field. Earth Resistance shall be tested in presence of the representative of Bank engineer as and when required after earthing by calibrated earth tester. PCU, ACDB and DCDB should also be earthed properly. Minimum 03 GI pipe earth pit to be provided as per relevant IS code.

b. Earth resistance shall not be more than 5 ohms. It shall be ensured that all the earthing points are bonded together to make them at the same potential.

1.16. GRID ISLANDING:

a. In the event of a power failure on the electric grid, it is required that any independent power-producing inverters attached to the grid turn off in a short period of time. This prevents the DC-to-AC inverters from continuing to feed power into small sections of the grid, known as “islands.” Powered islands present a risk to workers who may expect the area to be unpowered, and they may also damage grid-tied equipment. The Rooftop PV system shall be equipped with islanding protection. In addition to disconnection from the grid (due to islanding protection), disconnection due to under and over voltage conditions shall also be provided.

b. A manual disconnect 4pole isolation switch (MCB/ MCCB) as per max inverter output current beside automatic disconnection to grid would have to be provided at utility end to isolate the grid connection by the utility personnel to carry out any maintenance. This switch shall be locked by the utility personnel.

1.17 CABLES:

Cables of appropriate size to be used in the system shall have the following characteristics:

- i. Shall meet IEC 60227/IS 694, IEC 60502/IS1554 standards.
- ii. Temp. Range: –10oC to +80oC.
- iii. Voltage rating 660/1000V.
- iv. Excellent resistance to heat, cold, water, oil, abrasion, UV radiation Flexible.

v. Sizes of cables between array interconnections, array to junction boxes, junction boxes to Inverter etc. shall be so selected to keep the voltage drop (power loss) of the entire solar system to the minimum. The cables (as per IS) should be insulated with a special grade PVC compound formulated for outdoor use.

Cable Routing/ Marking: All cable/wires are to be routed in a GI cable tray and suitably tagged and marked with proper manner by good quality ferule or by other means so that the cable easily identified.

The Cable should be so selected that it should be compatible up to the life of the solar PV panels i.e. 25years.

The ratings given are approximate. Bidder to indicate size and length as per system design requirement. All the cables required for the plant provided by the bidder. Any change in cabling sizes if desired by the bidder/approved after citing appropriate reasons. All cable schedules/layout drawings approved prior to installation.

Multi Strand, Annealed high conductivity copper conductor PVC type A pressure extruded insulation or XLPE insulation. Overall PVC/XLPE insulation for UV protection Armored cable for underground laying. All cable trays including covers to be provided. All cables conform to latest edition of IEC/ equivalent BIS Standards as specified below: BoS item / component Standard Description Standard Number Cables General Test and Measuring Methods, PVC/XLPE insulated cables for working Voltage up to and including 1100 V ,UV resistant for outdoor installation IS /IEC 69947.

The size of each type of DC selected shall be based on minimum voltage drop however the maximum drop shall be limited to 1%.

The size of each type of AC cable selected shall be based on minimum voltage drop however the maximum drop shall be limited to 2%.

1.18 TOOLS & TACKLES AND SPARES:

Operation and maintenance guide and consumable spares like fuses should be provided by vendor.

1.19 DANGER BOARDS AND SIGNAGES:

Danger boards should be provided as and where necessary as per IE Act. /IE rules as amended up to date. Three signage shall be provided one each at battery –cum- control room, solar array area and main entry from administrative block. Text of the signage may be finalized in consultation with Bank.

1.20 DRAWINGS & MANUALS:

Two sets of Engineering, electrical drawings and Installation and O&M manuals are to be supplied. Bidders shall provide complete technical data sheets for each equipment giving details of the specifications along with make/makes in their bid along with basic design of the power plant and power evacuation, synchronization along with protection equipment.

I. Approved ISI and reputed makes for equipment be used.

II. For complete electro-mechanical works, bidders shall supply complete design, details and drawings for approval to Bank before progressing with the installation work.

1.21 PLANNING AND DESIGNING:

i. The bidder should carry out the considering optimal usage of the space, material & labour. The bidder should submit the array layout, drawings along with shadow analysis report to Bank for approval. Bidders should submit detailed SLD for approval.

ii. Bank reserves right to change/modify sub-systems and components at any stage as per the local site conditions/ requirements.

iii. The bidder shall submit preliminary drawing for approval & based on any modification or recommendation, if any. The bidder shall submit three sets and soft copy in CD of final drawing for formal approval to proceed with installation work.

1.22 DRAWINGS TO BE FURNISHED BY BIDDER AFTER AWARD OF CONTRACT:

i. The Contractor shall furnish the following drawings Award/Intent and obtain approval.

ii. General arrangement and dimensioned layout Schematic drawing showing the requirement of SV panel, Power conditioning Unit(s)/ inverter, Junction Boxes, AC and DC Distribution Boards, meters etc. Structural drawing along with foundation details for the structure.

iii. Itemized bill of material for complete SV plant covering all the components and associated accessories.

iv. Layout of solar Power Array.

1.23 Safety - The bidder shall take entire responsibility for electrical safety of the installation(s) including connectivity with the grid and follow all the safety rules & regulations applicable as per Electricity Act, 2003 and CEA guidelines etc.

QUALITY CERTIFICATION, STANDARDS AND TESTING FOR GRID-CONNECTED ROOF-TOP SOLAR PV SYSTEMS/ POWER PLANTS

Quality certification and standards for grid-connected rooftop solar PV systems are essential for the implementation of this technology. Hence, all components of grid-connected rooftop solar PV system/ plant must conform to the relevant standards and certifications given below:

Solar PV Modules	
IEC 61215/ IS 14286	Design Qualification and Type Approval for Crystalline Silicon Terrestrial Photovoltaic (PV) Modules
IEC 61646 / Equivalent IS (Under Dev.)	Thin Film Terrestrial PV Modules
IEC 62108	Concentrator PV Modules & Assemblies
IEC 61701	Salt Mist Corrosion Testing of Photovoltaic (PV) Modules
IEC 61853- Part 1/ IS 16170: Part 1	Photovoltaic (PV) module performance testing and energy rating –: Irradiance and temperature performance measurements, and power rating
IEC 62716	Photovoltaic (PV) Modules – Ammonia (NH ₃) Corrosion Testing (As per the site condition like dairies, toilets)
IEC 61730-1,2	Photovoltaic (PV) Module Safety Qualification – Part 1: Requirements for Construction, Part 2: Requirements for Testing
Solar PV Inverters	
IEC 62109-1, IEC 62109-2	Safety of power converters for use in photovoltaic power systems Part 1: General requirements, and Safety of power converters for use in photovoltaic power systems; Part 2: Particular requirement for inverters. Safety compliance (Protection degree IP 65 for outdoor mounting, IP 54 for indoor mounting)
IEC/IS 61683 (as applicable)	Photovoltaic Systems – Power conditioners: Procedure for Measuring Efficiency (10%, 25%, 50%, 75% & 90-100% Loading Conditions)
IEC 62116/ UL 1741/ IEEE 1547 (as applicable)	Utility-interconnected Photovoltaic Inverters - Test Procedure of Is-landing Prevention Measures
IEC 60255-27	Measuring relays and protection equipment – Part 27: Productsafety requirements
IEC 60068-2 / IEC 62093 (as applicable)	Environmental Testing of PV System – Power Conditionersand Inverters
Fuses	
IS/IEC 60947 (Part 1, 2 & 3), EN 50521	General safety requirements for connectors, switches,circuit breakers (AC/DC): a) Low-voltage Switchgear and Control-gear, Part 1: Generalrules b) Low-Voltage Switchgear and Control-gear, Part 2: CircuitBreakers c) Low-voltage switchgear and Control-gear, Part 3: Switches, disconnectors, switch-disconnectors and fuse-combination units d) EN 50521: Connectors for photovoltaic systems –Safety requirements and tests
IEC 60269-6	Low-voltage fuses - Part 6: Supplementary requirements forfuse-links for the protection of solar photovoltaic energy systems
Surge Arrestors	

BFC 17-102:2011	Lightening Protection Standard
IEC 60364-5-53/ IS 15086-5 (SPD)	Electrical installations of buildings - Part 5-53: Selection and erection of electrical equipment - Isolation, switching and control
IEC 61643-11:2011	Low-voltage surge protective devices - Part 11: Surge protective devices connected to low-voltage power systems –Requirements and test methods
Cables	
IEC 60227/IS 694, IEC 60502/IS 1554 (Part 1 & 2)/ IEC69947 (as applicable)	General test and measuring method for PVC (Polyvinyl chloride) insulated cables (for working voltages up to and including 1100 V, and UV resistant for outdoor installation)
BS EN 50618 (BT(DE/NOT)258)	Electric cables for photovoltaic systems mainly for DC Cables
Earthing/ Lightning	
IEC 62561	Series (Chemical earthing) (as applicable)
IEC 62561-1	Lightning protection system components (LPSC) - Part 1: Requirements for connection components
IEC 62561-2	Lightning protection system components (LPSC) - Part 2: Requirements for conductors and earth electrodes
IEC 62561-7	Lightning protection system components (LPSC) - Part 7: Requirements for earthing enhancing compounds
Junction Boxes	
IEC 60529 IEC 529	Junction boxes and solar panel terminal boxes shall be of the thermoplastic type with IP 65 protection for outdoor use, and IP 54 protection for indoor use
Energy Meter	
IS 16444 or as specified by the DISCOMs	A.C. Static direct connected watt-hour Smart Meter Class 1 and 2—Specification (with Import & Export/Net energy measurements)
Solar PV Roof Mounting Structure	
IS 2062/IS 4759	Material for the structure mounting
IEC 62548	PV arrays – Design requirements
<p>QUALITY STANDARDS AND CERTIFICATIONS FOR A GRID-CONNECTED ROOFTOP SOLAR PV SYSTEM</p> <p>Equivalent standards may be used for different components of the systems. In case of clarification, the following organizations/ agencies may be contacted:</p> <ul style="list-style-type: none"> • Ministry of New and Renewable Energy(MNRE) • National Institute of Solar Energy(NISE) • The Energy and Resources Institute(TERI) • TÜV Rheinland • UL 	

<u>TECHNICAL DATA SHEET TO BE COMPULSORILY FILLED BY CONTRACTOR FOR SOLAR PHOTO VOLTAIC POWER PLANT, ROOF TOP GRID TIE SYSTEM</u>			
SN	Specification	Bank Requirement	Contractor Reply
A.	SPV power plant		
1	Rated Output	To be mentioned by Contractor	
2	No. of PV Modules	To be mentioned by Contractor	
3	No. of series module in one array	To be mentioned by Contractor	
4	No. of array in parallel combination	To be mentioned by Contractor	
B.	SPV Module		
1	PV Cell type	To be mentioned by Contractor	
2	Make of SPV Cell	To be mentioned by Contractor	
3	Make of SPV Module	To be mentioned by Contractor	
4	Maximum Power Rating of one module(KWp)	Should not be lesser than 545Wp-To be mentioned by Contractor	
5	Rated Current of Module	To be mentioned by Contractor	
6	Rated Voltage of module	To be mentioned by Contractor	
7	Short Circuit Current of module	To be mentioned by Contractor	
8	Open Circuit Voltage of module	To be mentioned by Contractor	
9	Sample I-V Curve Submitted (Yes/ No)	To be mentioned by Contractor	
10	Photo Electrical Conversion Efficiency of SPV module	Not less than 15% - To be mentioned by the Contractor	
11	Fill Factor of SPV Module	Greater than 0.70- To be mentioned by the Contractor	
12	No. of modules proposed to be provided to achieve minimum DC power	To be mentioned by the Contractor	

C. Mounting Arrangement			
1	Mounting type	Roof-mounted	
2	Surface azimuth angle of PV Module	To be mentioned by Contractor	
3	Tilt angle (slope) of PV Module	To be mentioned by Contractor	
4	Confirmation that structure and module frame shall be designed to withstand wind speed of 200km/hr	Yes/No – To be mentioned by Contractor	
D DC Combiner Box/ Array Junction Box			
1	Enclosure	To be mentioned by Contractor	
2	Necessary Fuse Protection & Surge Protection	Yes	
3	Rated Insulated Voltage	DC 1000V	
E Power Conditioning Unit (PCU) / Inverter			
1	Make of PCU/Inverter	Schneider/ABB or Equivalent	
2	Nominal Output array voltage shall be suitable for the MPPT range of PCU	To be mentioned by Contractor	
3	DC Array Input Operating Voltage	(-20% to +15%) of the DC Array input voltage	
4	Type of solar charge controller	MPPT Based Solar Charge Controller	
5	Switching device	MOSFET/IGBT based	
6	Continuous inverter Output Rating (KVA)	To be mentioned by Contractor	
7	Output Wave Form	Pure Sine Wave Output	
8	Total Harmonic distortion	< 3% @ nominal power	
9	Output Voltage	3 ph, 415± 10 %	
10	Output Frequency	50Hz ± 3%	
11	Power Factor	> 0.9	
12	PCU Efficiency	> 90% at nominal voltage & power	
13	Inverter efficiency	94% to 98% at full load	
14	No. of Inverters with Configuration	To be provided by Contractor (to meet nominal output power)	

15	Inverter Type	To be mentioned by Contractor	
16	Idle Current	< 4% of rated capacity	
17	Regulation	±2% for DC I/p variation & o/p load variation	
18	Overload Features	150% for 1 minute	
19	Cooling	Forced Air cooling, with temperature controlled cooling fan	
20	Operating Temperature	0 to 50 °C	
21	Relative Humidity	95% Maximum	
22	LED/LCD Display : Indications	Display shall indicate system functional parameters and protection functional indicator	
23	Data monitor and display controls	RS485, Ethernet OR RS232 connectivity	
24	Protections		
	a. Input over voltage b. Low/high frequency c. Short circuit d. Under/over output voltage e. Over Temperature f. Grid Input under voltage / over voltage with auto recovery g. DC disconnect device h. DC reverse polarity i. Anti-Islanding Protection as per the standard	To be mentioned by Contractor	
25	Enclosure Protection	IP 20(for indoor) IP 60 (for outdoor) as per IEC 529	
26	Safety	1. IEC 62103 2. IEC 62109 Part 1 & 2 3. Galvanic Isolation at input & output through transformer	
27	Audible Noise	< 45dB at 1 Meter	
28	Power Control	MPPT suitable for hybrid operation.	
F	DC/AC Distribution		

1	DC Side Quantity & Ratings of MCBs	To be mentioned by Contractor	
2	AC Side Quantity & Capacity of MCBs	To be mentioned by Contractor	
3	Details of measuring	To be mentioned by Contractor	
4	Other Details	To be mentioned by Contractor	
G Cables			
1	Make	To be mentioned by Contractor	
2	Size	To be mentioned by Contractor	
3	Other Details	To be mentioned by Contractor	
H Earthing			
1	Details of points earthed	To be mentioned by Contractor	
2	Earth Resistance	To be mentioned by Contractor	
I Lightning Arrestor			
1	Make & Type	To be mentioned by Contractor	
2	Area covered per Lightning Arrestor	To be mentioned by Contractor	
3	Number of Lightning Arrestors	To be mentioned by Contractor	
J	Datasheet for Modules, Inverter, Cables etc..	To be submitted along with the bid	

SIGNATURE OF THE CONTRACTOR WITH SEAL

APPROVED MAKE

1	PV modules - SPV Module 540Wp Mono crystalline Solar Panel	Waaree Solar/ Goldi Green Technologies Pvt. Ltd./ Tata Power Solar Systems Ltd./ Adani Power by the Bank. 10 Years Product Warranty. Standards IEC 62548, IEC 61215, IEC 61730-1 shall be accepted.
2	Inverters:	SMA/ /Solar age /Polycab/ ABB /K Solar, Growth watt, power one. (Minimum: 7 year Manufacture warrantee)
3	DC cables	Havells/ Polycab/ KEI /Finolex/L&T KEI/ KEC/ UNIVERSAL/NICCO. (UV resistant & Insulated)
4	AC Distribution Board	MDS/Hager/L&T (UV resistant, Dust, vermin, and waterproof Standard IP 54 and in accordance with IEC 60529, with SPD, MCB)
5	DC Distribution Board	MDS/Hager/L&T
6	LV Switchgear	ABB/L&T/Schneider/ MDS or Equivalent
7	String Combiner Box	Robotina/Trinity Touch/ Hensel/Cape Electric, AKG
8	Weather Monitoring station	Pyranometer: Kipp & Zonnen
9	Energy Meter	Secure/L&T
10	Firefighting & Detection System	Reputed Make
11	Connectors	MC4/
12	Surge protection (spd)	MDS, L&T, Hager
13	Solar Charge Controller	Morningstar/ Schneider/ Blue Sky/ Genasun/ Midnite So-lar/ Outback Power/ Magnum Energy

Important: Please Tick (/) the make of materials considered in the Tender.

The vendor has to comply with all State & Central Government norms for choosing themake, supply and erection.

Note: -

1. *The contractor should obtain prior approval from BOB Engineer / Architect before placing order for any specific materials BOB may / delete any of the makes or brands out of the above list.*
2. *All materials should conform to relevant standards and codes of BIS. Materials with I.S.I. mark shall be used duly approved by the BOB Engineer/Architect.*
3. *Any material is found to be not up to the mark, the contractor will have to produce original bills/certificate from the manufacturer or his authorized Distributor for authenticity and genuineness of the material for consideration and as per make approved by the BOB. The same will not be considered for payment.*
4. *Any additional item as per BOQ specifications or as per the instructions of the bank / Consult- ants. Any of the above items / other items if any will be as approved by the BOB Engineer / Architect.*

SIGNATURE OF THE CONTRACTOR WITH SEAL

IMPORTANT POINT

1. Sanctioned Load details of existing Electricity Connections – Sanctioned load, contract demand and 3 phase connection.
2. Minimum Solar Power Generation per annum Requirements - ----- units. If the Solar Power generation fall more than 10% of Minimum Solar Power Generation per annum (i.e less than ----- units), AMC annual charges shall be deducted to equivalent amount of difference between actual Power generation and ----- unit for that particular year including Defects Liability Period.
3. Structural Stability Report of Solar Power System structure - The Successful Bidder has to obtain Structural Stability Report at their own cost and submit to the Bank / Consultant.
4. Periodic Cleaning of Dust in Solar Panels - The Successful Bidder shall arrange for cleaning of Dust on the Solar Panels minimum Bi-Monthly and ensure that the methodology of cleaning are as per the industry practice.
5. Comprehensive AMC scope

The scope of the bidder for 5 Years AMC is as follows: -

Minimum four Preventive maintenance check on system performance annually.

(Checking Inverter functionality & diagnosing abnormal behaviour in the power plant, reducing downtime if any. Assessing Electrical checks, loose connections, string current, voltage, etc. checking on all the terminations, joints, AC side and DC side connections. Clearing vegetation, shading from nearby trees, plants etc.)

Free call out in the event of any issues / trouble shooting or any complaint.

An app to help monitor the performance of solar system.

Long-term maintenance planning with equipment manufacturers or contractors and assistance in warranty claims. Also to notify manufacturing faults, Management of repairs/upgrades.

Periodic cleaning of the solar panel by the Contractor to achieve above mentioned minimum power generation i.e. 1, 60,000 units (One Lakh sixty thousand units) per annum.

Maintenance Manual for Solar Plant to be provided by Contractor after completion of the Installation.

Note: - Consider the periodic cleaning of the solar panel as included in the AMC Rates.

6. Electrical Safety and equipment health check by the third party Annually - Electrical safety audit and health check of the solar power systems should be carried out by BEE certified energy Auditor/Chartered Electrical Engineer. The Cost shall be borne by the Contractor.
7. Skill India -

As per the advisory received from the Ministry of Skill Development & Entrepreneurship, Government of India you are required to engage formally certified skilled workforce or ensure that all your workers would be skilled through Recognition of Prior Learning (RPL) within 2 months from the date of commencement of work under this order at your risk and cost.

This may also include a dedicated drive by carrying out RPL in mission mode for your existing skilled workers who are working without any formal certification. Necessary support/guidance shall be provided by the Ministry of skill development and Entrepreneurship by arranging and organizing special RPL camps and skill certification. Confirmation on complying above directive may be conveyed to Bank at regular intervals (quarterly) for reporting to the Ministry concerned accordingly.

9. Online monitoring : The bidder shall install a remote monitoring device/system and necessary arrangement for internet connection for online monitoring of solar plant parameters (i.e. power generation etc.) Corrections

-----X-----X-----X----- END OF TECHINCAL BID -----X-----X-----X-----