

## RFP FOR SUPPLY INSTALLATION AND MAINTENANCE OF SOLAR POWER SYSTEMS ON OPEX MODEL

Prathama UP Gramin Bank invites sealed bids/ offers (technical and commercial offer) from eligible, reputed and interested MNRE approved Battery and solar panel manufacturers or their authorized Vendor/ Dealers for supply, installation & commissioning of 5 KW solar power systems with 12V 150AH Solar Batteries at their branches on OPEX basis (Rental). The solar system shall be capable to provide uninterrupted 5 KW solar back up for 8 hours a day. The bank is at present operating in 19 districts of UP and 01 district of Uttrakhand viz **Amroha, Baghpat, Balrampur, Bijnor, Badaun, Bulandshahar, Gautam Budh Nagar, Ghaziabad, Gonda, Hapur, Jhansi, Lalitpur, Meerut, Moradabad, Muzaffaranagar, Rampur, Saharanpur, Sambhal, Shamli, and Haridwar**. The initial agreement would be for a period of five years, which may be extended further for a period of two years on the sole discretion of the bank based on the review of performance.

Application forms/ Bids duly filled in all respects, along with related copies of testimonials as asked for in the RFP should reach our Head Office at Ramganga Vihar Phase II Moradabad in a sealed envelope superscribed "**Bids for Supply, installation and Maintenance of solar power system on rent**" on or before **02:00 PM on 19.09.2019**. **Any Bids received after the due date and time will not be accepted.**

Vendors/ bidders are requested to submit their application/bid as under after going through entire proposal thoroughly;

Reference No.	<b>HO/GAD/003/2019-20 DT.28.08.2019</b>
Empanelment documents/ Application can be downloaded from bank's website	<a href="http://www.prathamaupbank.com">www.prathamaupbank.com</a>
Date of commencement of proposal	29.08.2019
Last date and time for receipt of bids/applications	19.09.2019 02:00 pm
Date of evaluation of application and technical bid	19.09.2019 03:00 pm
Pre bid meeting	09.09.2019 11:00 am
Opening of price bid	20.09.2019 04:00 pm
Venue	Prathama UP Gramin Bank Head office, Ramganga Vihar Phase II, Moradabad
Earnest Money	Rs. 300000.00 (Three lakh only)
Cost (Not refundable)	Rs. 5000.00 (Five thousand only)
Address for communication	General Manager (GAD) Prathama UP Gramin Bank Head office, Ramganga Vihar Phase II, Moradabad Pin-244001
Contact Number	0591-2455178

Application/bid document can be downloaded from our website [www.prathamaupbank.com](http://www.prathamaupbank.com) or may be obtained from the following address during working hours.

General Administration Department,  
Prathama UP Gramin Bank Head office  
Ramganga Vihar Phase II  
Moradabad.

## **GENERAL TERMS AND CONDITIONS**

All documents attached with the RFP, including specifications are necessary for considering any offer as complete offer. It is therefore important that RFP Acceptance Letter **Appendix 'A'** which is a written undertaking that all the terms and condition of the RFP are understood and accepted should be signed and submitted along with the bid.

The Vendor should be able to roll out solar power units within the given time frame. The proposal/ bid being submitted would be binding on the vendors. As such, it is necessary that authorized personnel of the firm or organization sign the Bid. The designated personnel should be authorized by a senior official of the organization having authority. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel. The letter should also indicate the complete name and designation of the designated personnel. Necessary resolutions/ authority available shall be enclosed.

### **1. Pre Qualification Criteria**

Qualification criteria given below specify minimum mandatory qualification criteria in various areas to ensure that **the bidder** has necessary experience, expertise, financial strength and skilled human resources to provide quality service to the Bank.

- a. The bidder should be a MNRE (Ministry of New and Renewable Energy) approved manufacturer of Photo Voltic batteries or authorized agent/dealer of such manufacturer.
- b. The Bidder should be a financially strong profitable company/ firm/ proprietorship involved in supply, installation & maintenance of UPS, Photo Voltic batteries, solar systems etc and should have made net profit in the last three financial years i.e. 2016-17, 2017-18, 2018-19. The bidder should furnish the documents like audited balance sheet for last three years, in case balance sheet for the year 2018-19 is not yet audited, provisional balance sheet may be furnished.
- c. Should have a turnover of Minimum Rs. 25 Lakh per year on account of similar services in last 3 years (furnish balance sheets).
- d. Should have GST Registration.
- e. Should submit Bank Solvency Certificate of minimum Rs. 25 Lakhs to establish the financial soundness of the bidder.
- f. Should have been offering similar services to any PSU/ Govt department/Bank/ Institution for the past 5 years as on 01.04.2019(**either of opex or capex services**). **Please attach valid proof.**
- g. Should have undertaken supply, Installation and maintenance of minimum 300 Solar Power Units/ UPS in past three years from 01.04.2016 to 31.03.2019 in one or more PSU/ Govt department/Bank/ Institution. **Details are to be submitted with proof as per Appendix'B'**.
- h. Should have registered office or effective infrastructure or workshop for undertaking supply, installation and repair of equipments in the **state of UP, preferably in the bank's operational area**, equipped with requisite spare parts &
- i. adequate trained manpower for providing flawless day to day maintenance services. The details of the infrastructure available for after sale services to be enclosed with the technical bid.
- j. Should be an income tax assesses and should have filed IT return for the last three Assessment Years, with valid PAN/TAN. Should be following all statutory guidelines of Taxation.
- k. A Satisfactory Service Certificate is to be obtained *from 02 most recent* Govt. organizations/ institutions/ PSUs *and* attached in original with the technical bid. Satisfactory Service Certificate should have not been obtained earlier than 01 Apr 2019.
- l. The firm/ Company should not have been blacklisted/debarred by any Govt. Organisation/ Institution/PSU during last 10 years. Bidder shall submit an undertaking in this regard as per format provided by **Appendix 'G'**.

**Documentary proofs are required to be submitted alongwith technical bid in respect of every qualification criteria, in case of non submission or submission of defective proof, bid**

**shall be rejected. Bidders shall provide complete details about themselves as per Appendix 'C' by attaching necessary papers in the same order in which they are mentioned in the Appendix C. All the above criterias are mandatory unless relaxed by the Chairman Prathama UP Gramin Bank.**

## **2. SCOPE OF THE WORK**

Supply, Installation and Maintenance on rent (OPEX model) initially at approximately 22 (which may increase in future as per requirement of bank) solar power systems with 12V 150 AH Photo Voltic Cells in the branches/offices of the Bank all over its operational area mentioned above, which may vary as per requirement of the bank. Additional work order for supply/ installation/ maintenance may be placed by the bank as and when it arises. Vendor shall ensure uninterrupted 5 KW solar power backup for minimum 08 hours everyday though out the agreement period irrespective of weather. Vendor will have to make alternate arrangement for provision of required power back up in case solar power depletes on any day due to bad weather or absence of sunlight.

Vendor shall buy back existing solar power systems (wherever installed earlier), each consisting following items which are approximately 7 years old on as is where is bases.

48 Photo Voltic Cells (batteries) of 2V/600 AH  
Power Conditioning Unit (Emerson/ Megotech)  
Solar Panels of 5040 Watt TATA

## **EARNEST MONEY DEPOSIT**

a. The bidder shall have to deposit application cost/ earnest money in the form of separate DDs favouring Prathama UP Gramin Bank payable at Moradabad. The offer without Earnest Money Deposit, as specified above would be considered as non-responsive, incomplete and shall be out rightly rejected.

b. The EMD shall be released/ returned to all the bidders except successful bidder/s after finalization of the process. In case of successful bidders the EMD shall be released after receipt of requisite Performance Guarantee. In case of un-successful bidders, EMD shall be returned by registered post or to any representative from the bidder on production of authority letter, signed by authorized signatory specified in the Bid Document. Proper receipt on letter head signed by the Authorized Signatory & specifying the authorization letter shall be enclosed with such authorization letter. **After completion of the process EMD of unsuccessful bidders will be returned on priority, however it may take three months after opening of the price bids.**

c. If any firm is exempted by the competent Govt Authorities to submit EMD/cost, **notarized copy** of these sanctions issued by such authority clearly in the name of the firm shall be enclosed. In case any financial limit is specified in the sanction, the bidder shall submit an undertaking that the sanction is still valid as the limit is not exhausted.

d. The bid security (EMD) may be forfeited:

- (i) If a Bidder withdraws its Bid during the period of Bid validity; or
- (ii) In case of a successful Bidder, if the Bidder fails:

- To accept work order, or
- To furnish Performance Guarantee valid for 66 months within the stipulated time, or
- To supply and install the solar system within the stipulated period, or
- Fails to comply any terms of RFP or work order.

## **3. BID SYSTEM - TWO BID SYSTEM:-**

The bidders shall be shortlisted by following two bid system i.e. Technical bid and Price bid. **The price bid is to be submitted in a separate sealed envelope.** The price bid shall be opened after completion of general, technical and factual evaluation, only in respect of those bidders who qualify for further process, however, all bidders shall submit price bids in a separate sealed envelope along with technical bid. **Documents specified in the RFP shall compulsorily be submitted along with Technical Bid and shall be flagged properly.** The bidders shall submit their price bids as per Price Bid formats. Bidders to note that no separate sheets or any other conditions shall be accepted. Bidder's proposal should strictly conform to the Eligibility Criteria,

Technical specifications and all other terms and conditions, stipulated in the RFP. Proposals not conforming to the specifications will be treated as technically non-responsive.

**The bidder shall not offer any price quotes / rates of any equipment / item**

**anywhere in the Technical Bid. However, they can submit copy of previous invoices with regard to documentation of experience. If any price quote /rate is find in technical bid of any bidder such bidder shall stand disqualified without any information.**

The price bid should be inclusive of **transportation**, excise, customs and other duties/levies, Sales Tax, Octroi/Entry Tax, Delivery, installation and labour charges etc.Only GST shall be charged extra.

#### **4. EVALUATION PROCESS.**

##### **a. Stage I (General Evaluation)**

The applications incomplete in any respect or not accompanied by the mandatory documents i.e. **documents/ certificates / Chalans / receipts/ documentary proofs** as mentioned above or without cost of application and EMD shall be rejected.

##### **b. Stage II (Evaluation of technical bid)**

Offers/bids will be evaluated against the stipulated minimum eligibility criteria based purely on the valid proofs of documents submitted with technical bids by the vendors. Facts mentioned without valid documentary proofs shall not be considered. Offers complying with the eligibility criteria shall be selected in technical evaluation. Evaluation will be done by a Committee of Officers of the bank based on the criterion mentioned in this RFP.

##### **c. Stage III (Factual Evaluation)**

The Committee, may evaluate/ verify the performance of the bidders at any of their existing clients which may include obtaining references /or visiting the clients and the quality of services rendered by the bidders etc. Bidders to submit details of two recent clients for reference/ visit as per **Appendix 'E'**.

##### **d. Stage IV (Evaluation of price bid)**

The price bids of only those bidders who qualify in the general, technical and factual evaluation will be opened. Vendors will have to submit price bids as per **Appendix 'F'**. Bids found vague shall be rejected. The bank reserves the right to split the work order among required number of the vendors at the sole discretion of the Bank provided bidders match the price of L1. For the purpose of deciding L1, net amount of bid ie (monthly rent for 60month less amount of buy back) quote in **Appendix 'F'**, will be considered.

#### **5. Site of delivery and installation:**

The system has to be delivered and installed at the destination as per the delivery schedule anywhere in bank's operational area, which will be supplied along with the order. The equipments as per configuration mentioned in the format of technical bid shall be delivered within two weeks from the date of work order at the address, as mentioned in the order without any additional charges/cost.

#### **6. Maintenance of the System:**

a. The Bidder will assume total responsibility for the fault free operation of the solar system and maintenance during the total duration of agreement without any extra cost or charges. The bidder will accomplish preventive and breakdown maintenance activities to ensure that the system functions without defect and is capable of giving required uninterrupted power back. The bidder shall provide free maintenance service (which will include repair and maintenance of all systems, kits or parts, spare parts, filling distilled water in Batteries etc. as and when required,) from the date of commissioning of the Systems. The bidder should maintain critical components, if any. If critical component of the entire configuration is out of service for more than two days, the Supplier shall either immediately replace the defective unit or replace it at its own cost so that the required uptime is not compromised.

The service support should be provided within 24 hours of lodging of complaint. In case the rectification is delayed more than the above stipulated time or the part needs to be taken to the vendor's lab for repairs, the vendor should provide standby equipment. Failure to do so, on the part of the vendor, shall make the vendor liable to:

**I. A penalty of Rs 1000/- per day from the date of lodging complaint till system is made serviceable.**

**II. Reimbursing the expenses incurred by the bank in getting the fault removed in addition to above penalty, in case the vendor fails to rectify the fault even after two working days of call lodged by the bank.**

**III. Reimbursing the loss incurred by the bank due to delay in service.**

If the system is not made serviceable / or not provided suitable substitute after 3 Bank working days, or above instances are repeated by the Vendor, Bank may consider to impose further penalty like Termination of the Contract and forfeiture the PBGs /TDR, Black listing of the bidder etc.

**b. Preventive Maintenance visit by Vendor**:- At least one mandatory Preventive Maintenance visit shall be arranged by a qualified technician once in each quarter even if there is no complaint from the branch.

**c. Procedure for 'On Call Visits',**

- whenever required by branches to attend any complaint or repairs:
- The branch will be making the telephone calls to register the complaint (on telephone number of the bidder or by email).
- While registering the complaint, a complaint number shall be generated, by service provider, with date and time and inform the branch/ complainant.
- Likely time of deputing the technician shall be informed to the branch by the Vendor.
- Maintenance/ Repair log for the equipments shall be recorded and shall be kept updated in the branch.
- All services and repairs shall be carried out by the Vendor as part of the agreement. No extra cost will be paid, other than rental

**7. Payment terms are as under:**

The payment of rental will be released monthly after completion of every calendar month. The payments will be released through NEFT/ RGTS and the Selected Bidders have to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc. Applicable TDS, if any, will be deducted at the time of releasing the payments.

**8. Bank reserves the right to reject this invitation to offer in part or full, or cancel**

the entire process at any stage without assigning any reason.

**9. TERMINATION OF THE AGREEMENT**

a. The Bank, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, may terminate this Contract in whole or in part:

i. If the vendor fails to deliver and install the system within the period(s) specified in the agreement, or within any extension thereof granted by the bank.

ii. If the vendor fails to perform any other obligation(s) under the agreement.

b. In the event Bank terminates the Contract in whole or in part, the vendor shall remove his items from the bank premises within the notice period.

c. The agreement may be terminated by the bank at any time by giving one month's notice.

**10. No Commitment to Accept Lowest or Any Other Offer**

BANK shall be under no obligation to accept lowest or any offer received in response to this notice and shall be entitled to reject any or all offers at any stage without assigning any reason whatsoever.

**11. PERFORMANCE BANK GUARANTEE (PBG)/ TDR favouring Prathama UP Gramin Bank**

a. The successful bidders shall be required to deposit a Performance Bank Guarantee worth Rs 3,00,000/- (Rs. Three Lakh only) from a Nationalised Bank as Performance Security. Once the PBGs are submitted the EMD will be returned on submission of Authority Letter & Pre-receipt Challan from Authorized Signatory. Failure on the part of the vendor to deposit the PBG within stipulated time will result in forfeiture of EMD. The validity of PBG will be up to 66 months from the date of agreement. If the bidder fails or neglects any of his obligations under the contract it shall

be lawful for the Bank to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure. The PBG/TDR shall be forfeited in case contractor fails to perform his duties to the satisfaction of the Bank. The Vendor will have to furnish the PBG on the Performa as **provided by Appendix'H'**.

b. The Bank reserves, the right to encash /seize the PBGs/TDRs deposited by the Vendors in case any deviation is found in the terms and conditions specified in the RFP/ Contract. The Bank shall give the reasons in writing to the Vendor pointing out the deviations while forfeiting the Performance Bank Guarantee/TDR.

**12. ARBITRATION:-**

In the event of there being any dispute or difference arising between the parties the same shall be referred to the Chairman Prathama UP Gramin bank whose decision shall be final and binding on both the parties. However, if the parties are still not satisfied, the matter shall be referred to the sole Arbitrator mutually agreed by the parties. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliations Act, 1996 or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the Arbitration proceedings under this clause. The award of the Arbitrator shall be final and binding on the parties. The venue of the Arbitration shall be Moradabad. The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published, be shared equally by each of the parties. The cost of the reference and of the award (including the fees, if any, of the Arbitration) shall be in the discretion of the Arbitrator who may direct by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle the amount of costs to be so paid.

**13. JURISDICTION OF COURT:**

The courts situated at Moradabad shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract or any term thereof.

**14. INDEMNITY:**

The Vendor shall keep the Bank indemnified against claims, if any, of the workmen of the vendor and all costs and expenses as may be incurred by the Bank in connection with any claim that may be made by any workmen. The Vendor shall indemnify the bank against any loss/ damages that the Bank may incur owing to any act or omission by the Vendor, its employees or any of the person deputed by the Vendor at the Bank premises.

**15. AMENDMENTS IN THE RFP CONDITIONS:**

a. Prospective bidders can seek clarification, if any, on any point of the RFP during pre bid meeting as scheduled in the RFP, no request or suggestion shall be entertained after pre bid meeting. However, at any time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification requested by a prospective bidder, modify the RFP contents by amendment. Clarifications/ Amendments will be published on Bank's website only and will be binding on all bidders. In order to provide prospective bidders, reasonable time to take the amendment into account for preparation of their bid, the Bank may, at its discretion, extend the last date for bid-submission.

b. Further, the Bank reserves the right to scrap the RFP or drop the empanelment process at any stage without assigning any reason.

**16.** Bank reserves the right to go for additional empanelment through advertised mechanism, if required, due to any reason what so ever, even after completion of this empanelment process or during currency of this empanelment

Date: 28.08.2019

Sr. Manager

Annexure- A

**BID ACCEPTANCE LETTER**

Ref.No.....

To,

The General Manager, Prathama UP Gramin Bank  
General Administration Department, Head Office, Moradabad  
Uttar Pradesh- 244001

Dear Sir,

Sub: Letter of Acceptance of bid for supply, installation and maintenance of Solar Panel/Batteries  
Ref: RFP : [PBHO/GAD/01/2019](#), Dt.24.07.2019

*Having examined the RFP No. [PBHO/GAD/1/2019](#), Dt.04.07.2019 the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver, install and provide maintenance to the solar power systems for your Branches/ Offices in conformity with the said RFP for the sum mentioned in the Commercial Bid or such other sums as may be ascertained in accordance with the Schedule of Prices attached and made part of this Bid.*

We undertake, if our Bid is accepted, to deliver the goods in accordance with the Delivery Schedule specified. If our bid is accepted, we will obtain the guarantee of a Bank as required by the RFP for the due performance of the Contract, in the form prescribed.

We agree to abide by this bid for a period of three Years and shall remain binding upon us

*We further confirm that, Until a formal contract is prepared and executed, this bid shall constitute a binding Contract between us.*

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this ..... day of..... 2019

(In the capacity of)

Duly authorized to sign bid for & on behalf of (Name & Address of the Bidder)

Place:

Date:

**APPENDIX 'B'**

(TO BE SUBMITTED ON THE LETTER HEAD OF THE BIDDER)

DETAILS OF WORK DONE DURING LAST 3 YEARS

**YEAR 2016-17**

<b>S No</b>	<b>Description of Work</b>	<b>Govt. Org/Inst/ PSU where work done</b>	<b>Work Done (No. of Solar UPS/Units)</b>	<b>Proof submitted(Copy of Work Order/Bill)</b>
1				
2				
3				
4				
5				
6				

**YEAR 2017-18**

1				
2				
3				
4				
5				
6				

**YEAR 2018-19**

1				
2				
3				
4				
5				
6				

**NOTE:** The work carried should be pertaining to the installation and maintenance of solar panel/ batteries.

Date:  
Signature and Seal of the bidder

Address:



Annexure-C

VENDORS PARTICULARS

The format for the Technical bid will contain the following details for the Vendor/Bidder.

Sl. N.	Details	Vendors remarks
1	Name of the Vendor	
2	Constitution (firm/Company/Proprietorship)	
3	Registered address	
4	IT PAN number	
5	GST Number	
6	Turnover of the firm/company for the last 3 years 2016-17,2017-18,2018-19	
7	The firm/ company should have been in existence in the business for a minimum period of 5 years	
8	Total No. of solar UPS systems installed up to 31.03.2019	
9	Whether blacklisted by any Bank/Institution in India or abroad or any Govt department	
10	Whether empanelled vendor with MNRE if Yes, Attached certificate	
11	Name of the existing customers (Govt. Org/Institution/ PSUs)	
12	Quality certification like ISO etc,	

Supporting documents like incorporation/Firm registration certificate, PAN card, GST Registration Certificate ,ISO certificate, Latest 3 years balance sheets, Other bank purchase orders etc.

*SIGNATURE OF THE VENDOR WITH SEAL*

Annexure – D

**Undertaking/ Declaration of clean track record by Bidder**

To

The General Manager,

Prathama UP Gramin Bank

General Administration Department, Head Office, Moradabad

Uttar Pradesh- 244001

Sir,

Re: RFP No. \_\_\_\_\_ for Supply and installation of Solar Power Systems

I have carefully gone through the Terms and Conditions contained in the above referred RFP. I hereby declare that my company/ firm is not currently debarred /blacklisted by any Government / Semi-Government organizations/ Institutions in India or abroad. I further certify that I am competent officer in my company/ firm to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Name

Designation

Date

Business Address

**REFERENCE DETAILS**

**(Separate pages for separate reference may be included)**

Name of the company / PSU / Banks / Govt Body	
Address of the company /PSU / Banks	
Contact person	Name: Designation: Landline No.: Cell No.: E-mail id:  Fax No
Details of installation / supply of solar panel/batteries (Ref. No., date of order and quantity)	

Place:

Date:

Official Seal of Applicant:

**(Authorized Signatory)**

Signature Name

Designation Address

**APPENDIX 'F'****FINANCIAL BID: SOLAR POWER SYSTEM ON RENT AS PER FOLLOWING PACKAGE**

<b>S L N O</b>	<b>ITEMS(CONFIRMING TO THE SPECIFICATION/BRANDS MENTIONED IN APPENDIX TO THE RFP)</b>	<b>NO. OF ITEMS REQUIRED TO BE INSTALLED</b>
1.	PHOTO VOLTIC BATTERIES 12V 150 AH (EXIDE/SBL)	08
2.	SOLAR PHOTO VOLTIC PANELS	AS REQUIRED
3.	BATTERY STAND ETC	AS REQUIRED
4.	POWER CONDITIONING UNIT	01
5.	ACCESSORIES INCLUDING WIRING, CABLES ETC.	AS REQUIRED
6	PRICE QUOTE FOR INSTALLATION ON RENT (MONTHLY) INCLUDING LABOUR/ FREIGHT CHARGES ETC. (EXCLUDING GST) FOR 60MONTH	
7	PRICE QUOTE FOR BUY BACK FOR COMPLETE SOLAR SYSTEM (01) as it where it CONSISTING  [48 PHOTO VOLTIC CELLS (BATTERIES) OF 2V/600 AH (with stand) POWER CONDITIONING UNIT (EMERSON/ MEGOTECH) SOLAR PANELS OF 5040 WATT TATA]	
8	NET AMOUNT (6 – 7) IN FIGURE	
	IN WORDS	

Date:

Signature and Seal of the bidder  
Address

Annexure-G

LETTER OF AUTHORISATION TO BID

No. ....

Dated:

The General Manager,  
Prathama UP Gramin Bank  
General Administration Department, Head Office, Moradabad  
Uttar Pradesh- 244001

Dear Sir,

Sub: Letter of Authorization to bid for Prathama UP Gramin Bank Solar Panel/Batteries  
Ref: RFP : **PBHO/GAD/01/2019**, Dt.24.07.2019

We M/s ..... (Name and address of the principal) hereby authorize Mr.

..... (Name and Address of Agents), our Business Partner/Authorized Distributors to submit a bid, and sign the contract on behalf of us for all the systems/goods required by the bank as called for vide the bank's request for proposal reference no ..... Dated ....., 2019

We, also declare that anything accepted or committed by Mr. .... shall be fully binding on us.

Yours faithfully,

(NAME)

(Name of principal vendor on whose behalf the proposal is submitted)

Note: This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted.

## APPENDIX 'H'

### SPECIMEN FORMAT FOR BANK GUARANTEE

To

The General Manager  
Prathama UP Gramin Bank  
Ramganga Vihar Phase II  
Moradabad UP 244001

1. M/s \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ (herein after referred as (Bidder) has inter-alia agreed to furnish a Bank Guarantee from a Scheduled Bank for Rs.----- (Rupees ----- only) as security for compliance with the Bidder's obligation in accordance with / stipulation of RFP No: \_\_\_\_\_ dated \_\_\_\_\_ issued by Prathama UP Gramin Bank .

2. On the request of the Bidder we \_\_\_\_\_ (hereinafter called the issuing bank) do hereby undertake to pay to you an amount not exceeding Rs.-----/- (Rupees ----- only) against any non-compliance with conditions contained in the RFP.

3. We \_\_\_\_\_ (the issuing bank) undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from you stating that the amount claimed is due by way of loss or damages caused to or that would be caused to or suffered by you by reasons of any breach by the said Bidder of any of the terms or conditions contained in the RFP by reason of the Bidder's failure to perform the terms thereof. Any such demand on us during the currency shall be conclusive as regards the amount due and payable by us under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. -----/- (Rupees \_\_\_\_\_ only).

4. Any notice by way of demand or otherwise hereunder may be sent by Courier, or Registered Post to our local address of the issuing Bank and if sent accordingly, it should be received and duly and acknowledged by the Bank on or before the expiry date of the guarantee.

5. We \_\_\_\_\_ (the issuing bank) further agree that the guarantee herein contained shall remain in force during the period that would be taken for the performance of the said obligation and that it shall continue to be enforceable till satisfactory compliance of the terms and conditions thereof by the Bidder or till you certify that the terms and conditions of the said RFP have been fully and properly carried out by the said Bidder and accordingly discharge the guarantee or till expiry date whichever is earlier.

6. This bank guarantee shall remain in operation from the date of issue and we shall not revoke this guarantee during the currency except with your previous consent in writing. You may enforce your rights pursuant to this guarantee in any court or tribunal in accordance with laws of India.

7. We \_\_\_\_\_ (the issuing bank) further agree with you, that you shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said RFP or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to any of the power exercisable by you against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said RFP and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Bidder or for any

forbearance, act or omission on your part or any indulgence by you to the said Bidder.

8. 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 as the case may be of the Bidder.

9. The bank guarantee shall not be affected by any change in our constitution or of the Bidder nor shall it be affected by any change in your constitution or by any amalgamation or absorption but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamating company or concern till expiry date.

10. We have the power to issue this bank guarantee in your favour and the undersigned has full power to execute this bank guarantee under the power of attorney dated issued by

\_\_\_\_\_

Notwithstanding anything contained herein

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

ii) This Bank Guarantee shall be valid up to \_\_\_\_\_ 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 \_\_\_\_\_