

**Zonal Office, Salt Lake**

**3 & 4 DD Block, 1<sup>st</sup> Floor, Sector-1, Salt Lake, Kolkata-64**

**Notice for Tender for Comprehensive Maintenance Contract (CMC) for various types  
Portable Fire Extinguishers for all Branches, ATMs, Zonal Office, CC etc Under ZO Salt Lake  
for next three years -01/06/2024 to 31/05/2027**

**Ref. Tender No-ZOSL/SEC/113 /2024-25 dated 07/05/2024**

**Disclaimer**

While the document has been prepared in good faith, no representation or warranty , express or implied, is or will be made, and no responsibility or liability will be accepted by UCO Bank or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. This-Tender is not exhaustive in describing the functions, activities, responsibilities and services for which vendor will be responsible. The bidders, by participating in this tender, implicitly confirm that if any functions, activities, responsibilities or services which are either not specifically described in this Tender or specifically described but has to undergo suitable changes/modifications due to regulatory/statutory changes and are termed necessary by the Bank for the proper performance of the Contract, such functions, activities, responsibilities or services (with applicable changes, if any) will be deemed to be implied by and included within the scope of services under this e-Tender and Bidder's response to the same extent and in the same manner as if specifically described in this e-Tender and Bidder's response.

**OBJECTIVES**

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani , Kolkata-700001, India, and its Zonal Office, located at 3 & 4,DD Block Salt lake, Kolkata-

700064, hereinafter called "the Bank", is one of the leading public sector Banks in India

The Zonal Office, Salt Lake of UCO Bank wants to select Vendor for Comprehensive Maintenance Contract for refilling, maintenance , repair, replacement of defective parts of various portable type Fire Extinguishers installed at all Branches, ATMs, Zonal Office, Two Currency Chests & any other Administrative office etc for next three years from **01/06/2024** to **31/05/2027** . Please note that this is **initial requirement of 82 branches**

**at present** . If require, Bank may add more Branch premises , Administrative Office etc, Currency Chests for refilling of Fire Extinguishers as per same terms & conditions.

Only those bidders, who satisfy the eligibility criteria, mentioned in this Tender document need to respond.

UCO Bank , Zonal Office Salt Lake has also arranged to publish an advertisement In this regard in three local daily news papers and also uploaded the Tender on Bank's website for wide publicity.

The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder.

The Bank further reserves the right to cancel the entire Tender process without assigning any reasons whatsoever at any stage of the Tender process without assigning any reason whatsoever.

The details are given below:

<b>Tender Reference</b>	<b>ZOSL/SEC/113/2024-25- Dated 07/05/2024</b>
<b>Cost of Tender documents</b>	<b>`Rs 100/- (In the form of DD in favour of UCO Bank payable at Kolkata)-Non-Refundable</b>
<b>Date of issue of Tender</b>	<b>07/05/2024</b>
<b>Pre-Bid Meeting</b>	<b>20/05/2024 at 14.30 hrs at ZO Salt Lake</b>
<b>Last Date and Time for receipts of tender bids</b>	<b>28/05/2024 at 14.00 hrs</b>
<b>EMD Amount</b>	<b>Rs 5000/- (Five thousand only) -Refundable</b>
<b>Opening of Price Bid</b>	<b>28/05/2024 at 15.30 hrs</b>
<b>Address of Communication</b>	<b>UCO Bank , Zonal Office, Salt Lake 3 &amp; 4 DD Block, Salt Lake, Kolkata-700 064</b>
<b>Email address</b>	<b>zosalllake.sec@ucobank.co.in</b>
<b>Contact Telephone/Fax Numbers</b>	<b>Tel :033-4455-9166</b>
<b>Tender fee- DD to be submitted</b>	<b>Tender box placed at above address</b>

The Bids should be addressed to:

**The Zonal Head  
Zonal Office Salt lake, UCO Bank  
3 & 4, DD Block, Salt lake  
Kolkata - 700 064**

UCO Bank is not responsible for non-receipt of response to this Tender Notice within the specified date and time due to any reason. In case the specified date of submission & opening of Bids is declared holiday in West Bengal under NI Act, the bids will be received till the specified time on next working day and Bid will be opened at same time on the next day.

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the scheduled date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

## **PART –I GENERAL TERMS AND CONDITIONS**

### **1.1 Introduction**

UCO Bank, Zonal Office Salt Lake invites tender comprising of Technical bid and Commercial bid from reputed & experienced Firm/ Companies with proven capabilities for supply , installation & refilling of Fire Extinguishers for 82 Branches at initial Stage, ATMs, Zonal Office, Two Currency Chests & any other Administrative office etc which may be increased later .

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

Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work. Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the Tender document shall be the governing document for arrangement between the Bank and the Selected bidder in terms of this **Tender** documents.

The Tender document may be obtained from UCO Bank, Zonal Office, Salt Lake located at 1st Floor, 3 & 4, D D Block, Kolkata-700064 on working days in person on submission of cost of the tender document. Also the Tender document may be downloaded from our website [www.ucobank.com](http://www.ucobank.com). The bidders downloading the document from Bank's website [www.ucobank.com](http://www.ucobank.com) must pay the cost of the document, in a separate cover.

## **1.2 Submission of Bid**

- 1.2.1 Technical Bid should be duly signed by bidder/ authorized signatory in the letter pad of the bidder. Documents should be stamped & signed by bidder.
- 1.2.2 Bid should comply with the Scope of work as specified hereinafter.
- 1.2.3 The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with technical Bid.
- 1.2.4 The Technical bid should have compliance chart as per Annexures including documentary proof in support of Eligibility Criteria and Annexure C, D, E & F.
- 1.2.5 Commercial bid duly sealed and signed by the bidder/ authorized Signatory of bidder in the given format.  
The Commercial bid should have compliance chart as per **Annexure-B**.
- 1.2.6. Incomplete bids or bids not conforming to the terms and conditions are liable for rejection by the Bank.
- 1.2.7 At any time, prior to deadline for submission of Tender , Bank may modify any of the terms & conditions and technical specifications at its sole discretion and the same will be available on Bank's website and the amendments shall be binding on the bidder. In case of any amendment, UCO Bank may extend the deadline for submission of response to this Tender in order to provide a reasonable time to the prospective bidders.
- 1.2.9 UCO Bank reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) as required by UCO Bank.
- 1.2.10 Any Technical Bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information

at any time, he may be debarred from participation in the future tendering processes of Bank.

- 1.2.11 The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- 1.2.12 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 1.2.13 The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders.
- 1.2.14 Canvassing of any kind or Bid submitted with false information will be a disqualification.
- 1.2.15 The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- 1.2.16 Prices quoted by the Bidder shall be in Indian Rupees, and not subject to any price escalation, if the order is placed within the validity period.
- 1.2.17 Further, subsequent to the orders being placed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies if any. The Bank shall be under no obligation to accept the technical solution offered or the lowest or any other offer received in response to this e-Tender notice.
- 1.2.18 The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to cancel the entire Tender process without assigning any reasons whatsoever at any stage of the e-Tender process without assigning any reason whatsoever.
- 1.2.19 The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.
- 1.2.20 Bids once submitted shall not be returned to the Bidder in future.
- 1.2.21 The technical bid shall be submitted strictly in conformity with the Scope of Work.
- 1.2.22 The Bank expects the selected bidder to adhere to the terms of this Tender document and would not like or accept any deviations to the same.
- 1.2.23 **Cost of Tender-** Rs 100/- in the form of DD in favour of UCO Bank.

### **1.3 Earnest Money Deposit**

The Bidder must submit Earnest Money Deposit (EMD) in the form of **DD/** Pay Order in favour of UCO Bank payable at Kolkata to the tune of **Rs 5,000/-**( Five thousand only) to Zonal Head, Zonal Office, Salt Lake , 3 & 4 DD Block, Kol-64, WB.

Non-submission of EMD will lead to outright rejection of the bid of the bidder. The EMD of unsuccessful bidders will be returned to them on completion of the tender process. The EMD of successful bidder will be returned on submission of Performance Bank Guarantee as specified hereunder.

The EMD made by the bidder will be forfeited if:

- 1.4.1 The bidder withdraws his tender before processing of the same.
- 1.4.2 In the case of a successful bidder, if the bidder fails in accordance with any Terms and Conditions or any requirement as specified in this document.
- 1.4.3 The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.
- 1.4.4 The bidder violates any of the provisions of the terms and conditions of this tender specification.

### **1.4 Rejection of the Bid**

The Bid is liable to be rejected if:

- 1.5.1 The document doesn't bear signature of authorized person on each page signed and duly stamped.
- 1.5.2 It is not received as per the subject RFP.
- 1.5.3 It is received after expiry of the due date and time stipulated for Bid submission.
- 1.5.4 Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this NIT are liable for rejection by the Bank.
- 1.5.5 Bidder should comply with all the points mentioned in the Tender. Non-compliance of any point will lead to rejection of the bid.
- 1.5.6 Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- 1.5.7 If cost of tender & EMD has not submitted.
- 1.5.8 If price bid is not filled up properly.
- 1.5.9

### **1.5 Modification and Withdrawal of Bids**

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the EMD will be forfeited by the Bank.

### **1.6 Introduction and Disclaimer**

This Tender document has been prepared solely to enable UCO Bank ("Bank") in defining the requirements for supply of e9ight new NCM.

### **1.7 Information Provided**

The tender document contains statements derived from information that is believed to be 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 Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this e-Tender document.

### **1.8 For Respondent Only**

The Tender document is intended solely for the information to the party to whom it is issued 'Vendor" and no other person or organization.

### **1.9 Confidentiality**

The tender document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The Tender document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the tender document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the tender document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

### **1.10 Disclaimer**

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this TENDER document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

### **1.11 Costs Borne by Bidders / Vendors**

All costs and expenses incurred by bidders/ vendors 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 Bank, will be borne entirely and exclusively by the vendor.

### **1.12 No Legal Relationship**



No binding legal relationship will exist between any of the bidders/ vendors and Bank until execution of a contractual agreement.

### **1.13 Errors and Omissions**

Each bidder/ vendor should notify Bank of any error, omission, or discrepancy found in this tender document.

### **1.14 Acceptance of Terms**

A bidder will, by responding to Bank e-tender, be deemed to have accepted the terms as stated in the e-tender.

### **1.15 Tender Response**

If the response to this e-tender does not include the information required or is incomplete or submission is through Fax mode or through e-mail, the response to the e-Tender is liable to be rejected.

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, 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 Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting e-Tender process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

### **1.16 Response Validity Period**

Tender response will remain valid and open for evaluation according to their terms for a period of at least six months from the time the Tender response submission process closes.

### **1.17-Notification**

Bank will notify the outcome of the Tender evaluation process on Bank's website. Bank is not obliged to provide any reasons for any such acceptance or rejection.

### **1.18 Language of Bids**

The bid, correspondence and supporting documents should be submitted in English.

### **1.19 Indemnity**

The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder shall not exceed the total cost of the order value.

### **1.20 Authorized Signatory**

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and

also to correspond. **The bidder shall furnish proof of signature identification for above purposes as required by the Bank.**

### **1.21. Integrity Pact**

UCO Bank has adopted practice of Integrity Pact ( IP) as per CVC guidelines. The integrity pact essentially envisage an agreement between the respective vendors/ bidders sellers, who commit themselves to Integrity pact ( IP) with the bank would be considered competent to participate in the bidding process. In other words entering into this pact would be the preliminary qualification. In case of bids for the installation of Fire Hydrants not accompanied with signed IP by the bidders along with Technical bid, the offers shall be summarily rejected.

The essential ingredients of the Pact include :

- a) Promise on the part of the principal not to seek or accept any benefit , which is not legally available.
- b) Principal to treat all bidders with equity and reason,
- c) Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally.
- d) Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect of prices, specifications, certifications, subsidiary contract etc.
- e) Bidders not to pass any information provided by the Principal as part of business relationship to others & not to commit any offence under IPC Act.

Integrity pact, in respect of a particular contract shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidder and exclusion from future business dealings. IP shall cover all phases of contract from the stage of e-Tender ( NIT) till the conclusion of the contract ie final payment or the duration of warranty. Format of IP is attached as Annexure-C

**The following two Independent External Monitor ( IEM) have been appointed by UCO bank who will review independently and objectively whether and to what extent parties have complied with their obligation under the pact.**

1. Shri Rajan S katoch  
A-91, Alkapuri,  
Bhopal, MP, PIN-462022  
( e-mail ID- [rkatoch@nic.in](mailto:rkatoch@nic.in) )

2. Shri Hare Krushna Dash  
House No-829, Sector-8  
Gandhinagar-382007, Gujrat  
(e-mail : [hkdash184@gmail.com](mailto:hkdash184@gmail.com))



## Part –II

### 2.1 Eligibility Criteria

The eligibility criteria to participate in bidding process are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Document in support of all eligibility criteria are required to be submitted along with the Technical Bid.

Sl. No.	Pre-Qualifying Criterion	Documents to be submitted
1	The bidder should be registered as a company in India as per Company Act 2013.	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office
2	The bidder should have had an annual turnover of more than <b>Rs. 03 Lakh</b> during each of the last three financial years as evidenced by the audited accounts of the company / division.	Copy of the audited Balance Sheets for the preceding three years (i.e. preferably 2020-21, 2021-22 and 2022-23. If 2022-23 is not available , then last three preceding FY.)
3	The bidder should have got at least three work orders from any Bank/ RRB/Govt Organisation/ PSU / Financial Institution/reputed Private Companies in last three years.	Copy of client certification for the same with name and contact details of signatory should be attached.
4.	The bidder should not have been blacklisted /debarred for corrupt and fraudulent practices by Govt. organizations.	Self-declaration on the letter head.
5	The Bidder should have <b>office or service centre in &amp; around Kolkata</b> for providing quick service. Should have GST No.	Address of Office, Copy of Trade license/GST No issued for this office etc should be enclosed

## Part –III

### 3.1 Evaluation Criteria

The objective of evolving this evaluation methodology is to facilitate the selection of the most quality-sum-cost effective solution that appropriately meets the requirements of the Bank as identified in this Tender.

There would be a two stage evaluation process.

The Stages are:

- I) Eligibility Criteria Evaluation & Technical Evaluation including Stress Test
- II) Commercial / Price bid Evaluation

## **Eligibility**

The Eligibility would be evaluated first for the participating bidders. The bidders who would qualify all Eligibility Criteria as mentioned in clause 2.1, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening.

**The bidder with the lowest commercial quote called Total cost of ownership (TCO) will be declared as L-1.**

### **3.1.1 Evaluation Methodology**

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution (Total Cost of Ownership) that appropriately meets the requirements of the Bank identified in this Tender.

### **3.1.2 Technical Evaluation Process**

In Technical evaluation process, the technical bid of only eligible bidders as per Eligibility Criteria in Part II, Clause 2.1 would be evaluated. The Technical evaluation will be done on the basis of comply chart provided by bidder as per **Scope of work in Part IV. The Bidder should comply all points in scope of work in Part IV.**

**Non-compliance of any point either in scope of work or any technical requirements may lead to rejection from the further bidding process. After technical evaluation commercial bids of only technically qualified bidders will be opened.**

### **3.1.3 Commercial /Price Bid evaluation process**

The Commercial Bids of only technically qualified bidders will be opened and evaluated by the Bank and the evaluation will take into account the following factors:

**The L1 Bidder will be selected on the basis of the amount quoted as TOC ( Total Ownership Cost )**

- 3.1.5 In case there is a variation in value between numbers and words; the value mentioned in words would be considered.
- 3.1.6. The Bidder needs to provide Unit costs for services for one Branch ; unit rates with be applicable with GST for the TOC purposes.
- 3.1.7. In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TOC. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

## **PART –IV-SCOPE OF WORK**

**4. A.** The scope of work of the bidder covers of undertaking the following works in respect of various types of portable Fire Extinguishers provided in the 82 Branches, two Currency Chests, Zonal Office, Administrative Offices etc under the Zonal Office Salt Lake.

**i) Refilling** of various types of portable Fire Extinguishers at Branch/ Office by ISI marked material for DCP/ ABC type FE. Refilling of CO2 type FE & Water CO2 type FEs periodically , once in a calendar year , immediately after expiry date is over.

**ii) Repairing/ replacement** of Valve of ( ABC, CO2) Fire Extinguishers, Safety Pin/ Clips, Hose with nozzle/ hose ( Horn of CO2 type FE) , Handle, Pressure gauge, Wall Mount , Cap for DCP type of FE, washer etc.

**iii) Hydraulic Pressure Test**

At the time of Refilling , all portable Fire Extinguishers should be undergone Hydraulic Pressure Test once in the three years & a label should be placed on the FE.  
A report should also be submitted in this regard.

**iv) Demonstration of using Fire Extinguishers ( Free of Cost)**

At the time of refilling of FEs at Branch, the selected Vendor has to organize a demonstration at Branch , explaining the procedure of using of Fire extinguishers.

**v) Mock Fire drill / Awareness Training of Evacuation ( Free of Cost)**

At the time of refilling of FEs at Currency Chest Branches, selected large Branches, Zonal Office, the selected L-I Vendor has to organize a demonstration/ Mock Fire Drill/ Awareness Training of Evacuation , explaining the procedure of using of Fire extinguishers.

**vi)** Replacement of defective FE by reputed & good quality brand with , ISI Marked FEs like Canex, Minimax, Fire Shield etc.

**vii)** Installation of Modular type of FEs ( MAP 50, ISI marked quality)

**viii)** any other required activity.

**ix) Scope of Outsourcing / Engagement of Third Party**

The selected L-I bidder will have no scope under any circumstances to outsource the service or engagement of third party for the service.

**X) Modification of Scope of Work**

Bank may modify the scope of work at its own discretion at any point of time.  
Bank may also modify the number of Branches for refilling.

**XI) Time Frame of Work:**

All FEs should be refilled once in a Year except CO2 type of FE which needs measuring of weight 7 refilling may be done at Plant.  
Refilling should be done within office hours.

**XII)** Technician should visit every quarter in all Branches for examination of condition of FEs. A report after refilling & demonstration should be signed by Br head/ Asst. Br Head.

## PART-V

### **5.1 Order details**

The work order will be placed by Zonal Office, Salt Lake, UCO Bank to the selected L-I vendor. The payment will be made by concerned branches where the FEs have been replaced/ refilled. After receiving the work order, the selected L-I bidder has to sign **Service Level Agreement (SLA)** with the Bank at the earliest as per terms & conditions of this Tender.

### **5.2 Performance Bank Guarantee**

The selected bidder, within 21 days from the date of work order will have to furnish a Performance Bank Guarantee, format as Annexure A, issued by any scheduled commercial bank equal to 5% of the order value valid for three years from the date of work order. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.

The Performance Bank Guarantee shall act as a security deposit and either in case the prime vendor is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Prime Vendor is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time.

### **5.3 Payment Terms**

Bank will make the payment subject to signing of the Service Level Agreement & submission of BG and completion of electrical audit work with the signatory of Zonal Office Salt lake as per the terms & conditions of the subject tender.

The payment will be made by Branches after completion of the audit.

### **5.4 Price Bids**

The Price Bid also must include all applicable taxes such as GST.

Prices quoted by the selected bidder shall be in **Indian Rupees only**.

### **5.5 Force Majeure**

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

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above.

## **5.6 Completeness of the Project**

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

## **5.7- Order Cancellation**

The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- Delay in implementation of the audit beyond the specified period.
- Serious discrepancy in the quality of service expected during the audit.
- In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/work order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO.

## **5.8 Indemnity**

Vendor shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this E-TENDER or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notify the vendor in writing immediately on becoming aware of such claim, (ii) the Vendor has sole control of defence and all related settlement negotiations, (iii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation.

Vendor shall be responsible for any loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.

Vendor should take full responsibility for its and its employee's actions.

The vendors should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the vendor with Laws / Governmental Requirements
- Negligence and misconduct of the Vendor, its employees, and agents
- Breach of any terms of Tender,
- Act or omission in performance of service.

Indemnity would be limited to court; tribunal or arbitrator awarded damages and 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 its customers and/or regulatory authorities.

The vendor shall not indemnify the Bank for

(i) Any loss of profits, revenue, contracts, etc.

**(ii) Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and service providers of the Bank would be considered as a "direct" claim.**

### **5.13 Publicity**

Any publicity by the Selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

### **5.14 Privacy & Security Safeguards**

The Selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Selected bidder under this contract or existing at any Bank location. The Selected bidder shall develop procedures and implementation plans to ensure that any data and sensitive information regarding remittance of cash shall not publish or disclose in any manner, without the Bank's prior written consent.

### **5.15 Technological Advancements**

The Selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time.

### **5.16 Resolution of Disputes**

The Bank and the supplier Vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank



and the Vendor, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project director and Vendor project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately refer the dispute to the senior authorised personnel designated by the Vendor and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorised personnel designated by the Vendor and Bank, the Bank and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution through formal arbitration.

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. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Kolkata.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

This e-Tender document shall be governed and construed in accordance with the laws of India. The courts of Kolkata alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this e-Tender document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

#### **5.18 Exit Option and Contract Re-Negotiation**

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- Failure of the Selected bidder to accept the contract / work order and furnish the Performance Guarantee within 30 days of receipt of purchase contract,
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.

In addition to the cancellation of work order, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Selected Bidder.

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable scope and quality.

The modalities under this right to re-negotiate /re-procure shall be finalized at the time of contract finalization.

## **Tender Application Format**

To  
The Zonal Head  
Zonal Office, Salt Lake  
UCO Bank  
3 & 4 DD Block, Salt Lake  
Kolkata-64

Sir,

**Sub : Submission of Tender for Comprehensive Maintenance Contract (CMC) for various Types of Portable Fire Extinguishers for all Branches, ATMs, Zonal Office, CC etc Under ZO Salt Lake for next three years -01/06/2024 to 31/05/2027**

**Ref No- ZOSL/SEC/113/2024-25- Dated 07/05/2024**

In response to the NIT (Bank's Tender No- ZOSL/SEC/113/2024-25 dated 07/05/2024 ) herein after referred to as "**Tender**" issued by ZO Salt Lake, UCO Bank, we hereby covenant, warrant and confirm as follows:

The documents of the proposal submitted by us in response to the subject Tender and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the Tender required to be submitted by us, in all respects.

The price quote in the commercial template in given Annexure valid for a period of 3 years with a scope for extension of another 02 months from the date of Tender response process closes by signing Service Level Agreement with Bank.

Yours faithfully,

Authorised Signatory  
Designation

**Annexure-I**

**Price Bid Format ( Comprehensive Maintenance Contract)**

<b>SI No</b>	<b>Description</b>	<b>Cost ( including GST)</b>
1	<b><u>Refilling of FE (01 unit)</u></b> a) Water CO2 type-9 Lit b) CO2 Type- 2 Kg c) ABC Type/ DCP Type- 2 kg /5 Kg / 6 Kg d) Modular Type- 5 Kg (MAP 50 )	a) Rs ..... b) Rs .... c) Rs .... / .... / .... d) Rs....
2.	<b><u>Repairing/ Replacement</u></b> a) Valve-ABC, CO2 type FE b) Pressure gauge c) Handle d) safety Pin/ clip e) Hose with Nozzle f) wall Mount g) Hose/ Horn with adapter for CO2 type FE	a) Rs .... b) Rs.... c) Rs .... d) Rs.... e) Rs ... f) Rs.... g) Rs...
3.	Charge of Hydraulic Pressure Test per Unit FE	Rs .....
4.	Price of new FE ( Canex/ Minimax/ Fire Shield etc ABC/ DCP type-5 kg CO2 type -2 kg Water CO2 type- 9 Lit	a) Rs.... b) Rs... c) Rs....
	<b><u>Total ownership cost (1+2+3 +4)</u></b>	<b>Total Rs ....</b>

**Total Ownership Cost Rs in Words.....**

**Note:**

1. In case of discrepancy between figures and words, the amount in words shall prevail.
2. Bidders should strictly quote in the format and for periods as mentioned above. No counter condition/assumption in response to Price bid will be accepted. Bank has a right to reject such bid. The actual cost of Octroi, if applicable will be reimbursed as applicable.