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UCO Bank

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## **Notice Inviting e-Tender (NIT) for**

**Supply of two new Maruti Dzire ( BS VI, Colour-Pearl White) cars to UCO Bank, Head Office, 10 B.T.M. Sarani , Kolkata-700001 under buy back scheme of existing two old Maruti Dzire cars of UCO Bank, Head Office**

**REF No: UCO/SEC/HO/VHCL/2022/16      Date: 02/02/2022**

**Cost of the Tender Fee: - Rs 500/- (Rupees five hundred Only)**

The information provided by the bidders in response to this NIT will become the property of the Bank and will not be returned. The Bank reserves the right to amend, rescind or reissue this NIT Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves its right to accept or reject any or all the responses to this NIT without assigning any reason whatsoever.

*This document is prepared by UCO Bank for Supply of new cars at Bank's Head Office.*

### **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. The NIT is not an offer by UCO Bank, but an invitation for bidder's responses. No contractual obligation on behalf of UCO Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of UCO Bank and the Bidder.

### **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, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3000 branches spread all over the country.

सामान्य प्रशासन (केन्द्रीय सुरक्षा) विभाग, प्रधान कार्यालय, 10 बि. त्रै. म. सरणी, कोलकाता 700 001

General Administration (Central Security) Department, 10 B T M Sarani, Kolkata 700 001

Phone: 033-22352560 ; 44557381; 44557382; 22356830 TeleFax: 033-22352560 e-mail: hosecurity.calcutta@ucobank.co.in



Bank invites response from reputed & authorised Maruti Suzuki Dealers located in Kolkata for supply of two new Maruti Dzire Vxi -BS VI cars at its Head Office, 10 BTM Sarani , Kolkata-700001. The objective of purchasing of cars is to provide staff cars to Bank's executives as per Bank's vehicle policy. Only those dealers who satisfy the eligibility criteria, mentioned in this NIT document need to respond.

## **Part –I General Terms and Conditions**

### **1.1 A- Introduction**

UCO Bank invites e-tender comprising Technical & Price bid from reputed & authorised dealers of Maruti Suzuki India Ltd located in Kolkata for supply of two new Maruti Dzire Vxi , BS- VI cars **under buy back scheme** against Bank's existing two old Dzire cars. The bidder is required to adhere to the terms of this NIT document and any deviations to the same shall not to be acceptable to UCO Bank.

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

Unless agreed 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 between the Bank and the bidder, the NIT document shall be the governing document for arrangement between the Bank and the bidder in terms of this NIT documents.

The NIT document may be downloaded from e-tender website [www.tenderwizard.com](http://www.tenderwizard.com). The bidders to be eligible for the e-tender have to pay the cost of the tender document, in a separate cover and properly super scribed on or before 22/02/2022 (up to 14.00 hrs) through DD. The details are given below:

<b>Tender Reference</b>	<b>UCO/SEC/HO/VHCL/2022/16 dt 02/02/2022</b>
<b>Cost of Tender documents</b>	<b>Rs 500 /- in the form of DD in favour of UCO Bank Should be submitted before 14.00 hrs on 22/02/2022</b>
<b>EMD (Returnable)</b>	<b>Rs 15,000/- ( in the form of DD ) to be submitted on or before 1400 hrs on 22/02/2022.</b>
<b>Date of issue of NIT</b>	<b>02/02/2022</b>
<b>Date of Inspection of old cars</b>	<b>From 03/02/2022 to 21/02/2022 (10 hrs to 17.00 hrs)</b>
<b>Last date for submitting bid</b>	<b>Bids can be submitted online on or before 22/02/2022 up to 14.00 hrs at e-Tender website <a href="http://www.tenderwizard.com">www.tenderwizard.com</a></b>

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<b>Pre-Bid meeting &amp; Venue</b>	<b>08/02/2022 at 11.30 am at Central Security Department, Head Office</b>
<b>Opening of Price Bids</b>	<b>22/02/2022 at 14:30 pm</b>
<b>Address of Communication</b>	<b>UCO Bank, Head Office Central Security Department 2<sup>nd</sup> Floor, 10 B.T.M. Sarani Kolkata-700 001</b>
<b>Email address</b>	<b><a href="mailto:hosecurity.calcutta@ucobank.co.in">hosecurity.calcutta@ucobank.co.in</a></b>
<b>Contact Telephone/Fax Numbers</b>	<b>Tel : 033-4455-7944</b>
<b>Bids to be submitted</b>	<b>e-bidding on <a href="http://www.tenderwizard.com">www.tenderwizard.com</a></b>
<b>Process to be followed</b>	<p>This Tender will follow e-Tendering process [e-bids] as under which will be conducted by Bank's authorized e- Tendering Service Provider M/s Antares Systems Ltd through the website <a href="https://www.tenderwizard.com/UCOBANK">https://www.tenderwizard.com/UCOBANK</a></p> <p>Following activities will be conducted online through above website:</p> <ol style="list-style-type: none"><li>Submission of Price Bid by the Vendor</li><li>Opening of Price Bid by the Bank</li><li>Clarification, if any, sought by the Bank.</li><li>On-line evaluation by the Bank.</li></ol> <p>Representatives of Vendors will be given training/ support for e- Tendering by the Service Provider namely M/s Antares Systems Ltd.</p> <p>Bidders who wish to participate in online tenders will have to register with the website (<a href="https://www.tenderwizard.com/UCOBANK">https://www.tenderwizard.com/UCOBANK</a>) through The "Register" link provided on the home page. Bidder will create login id &amp; password on their own in registration process.</p> <p>Following facilities shall be provided to the bidders / vendors by service provider M/s Antares Systems Ltd:</p> <ol style="list-style-type: none"><li>Support to the Bidders for participating in the bids through e-tendering Website.</li><li>Call centre support/ email/ phone/mobile etc. in all possible medium.</li></ol>

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- c) Registration with the e-tendering website. User Manual / Training Kit to the Bidder.
- d) Any no. of users of Vendor/ Bidder organization can take support on the e-tendering system.
- e) Bidder who wish to participate in this tender need to procure Digital Signature Certificate (for Signing and Encryption) as per Information Technology Act-2000 and CVC guidelines using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact with M/s Antares Systems Ltd. at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid Digital Signature Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact

**Antares Systems Ltd.**

**Registered Office at: #24, Sudha Complex, 3rd S Bangalore – 560079.**

**Ph: - 080-49352000 / 40482000**

**Fax: - 080-49352034**

**Help Desk:**

Contact Person: Mr. Kushal Bose/ Mr. Tousik

Ghosh -Mobile no. 07686913157 / 09674758724

(On working days-0900 hours–1800

[kushal.b@antaressystems.com](mailto:kushal.b@antaressystems.com)

[:tousik.g@antaressystems.com](mailto:tousik.g@antaressystems.com)

f) Bidders who wish to participate in e-Tender need to fill the given format for Price bid for the e- tender .

g) Bidder should upload scanned copies of reference documents in support of their eligibility of the instructions given in e-tender documents.

After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

**For any problem M/s Antares Systems will help the bidder.**

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### **1.1. B –Eligibility Documents of bidder/ dealer for e-tender**

These documents ( Scanned copy) shall be uploaded by dealer/ bidder-

1. Covering letter to Bank from authorised Maruti Suzuki dealer in given format- (Annexure-A)
2. Proof of authorised dealership of Maruti Suzuki India Ltd.
3. Copy of Trade License issued by Kolkata Municipal Corporation in favour of the participating dealer.
4. PAN No and GST Registration Number
5. Name of authorised signatory.
6. Integrity Pact ( Annexure) & Letter of Undertaking & Indemnity
7. Details DD of Tender Fee & EMD in favour of UCO Bank (DD no, Bank , dt)

### **2. Earnest Money Deposit**

The Bidder must submit Earnest Money Deposit (**EMD**) in the form of **DD** on or before 14.00 hrs on 22/02/2022. The EMD amount is **Rs 15,000/- (Rupees fifteen thousand only)** issued by any scheduled commercial bank in favour of UCO Bank.

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 after completion of delivery period of vehicles.

The EMD made by the bidder will be forfeited if:

In the case of a successful bidder fails in accordance with any Terms and conditions or any requirement as specified in this document.

### **3. Price Bid**

Price bid should be submitted through website (e-tender) only on or before 14.00 hrs on 22/02/2022 . (Annexure-B)

- a) Price bid should be submitted in e-bidding format.(Annexure-B)
- b) Price Bid should be given after offering deduction of old cars & discount if any.  
( Ex -Show Room Price – Buy back value = Effective Price per unit ,  
Total Price = Rs .... To be paid by Bank )

### **4-Participation**

Bidders are requested to participate in the e-tender process strictly according to the time schedule mentioned above.



Please note that, bidders can only participate in the e-bidding process if they fulfil the terms & condition of this NIT/ e-tender.

### **5. Rejection of Bids**

The Bid is liable to be rejected if:

- a) The document doesn't bear signature & stamp of authorized person on documents mentioned in clause No-1.1.B
- b) Incomplete Bids, including non-submission of required documents, Tender fee & EMD in favour of UCO Bank as prescribed.

### **6-Pre- Bid Meeting**

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting on **08/02/2022 at 11.30 hrs** at Central Security Dept. Head Office, UCO Bank, located at 10 BTM Sarani, Kolkata-01.

### **7. Language of Bids**

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

### **8-Acceptance of Terms**

A dealer who submits documents by responding to subject NIT of the Bank , be deemed to have accepted the terms as stated in the NIT.

### **9-Authorized Signatory**

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and do any other required formalities with the bank like raise invoice and accept payments. **The bidder shall furnish proof of signature identification for above purposes as required by the Bank.**

### **10. -Non-Transferable Offer**

This NIT is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary tender fees (for downloaded NIT) will be eligible for participation in the evaluation process. There will not be any type of outsourcing.

### **11. Bank Reserves the Right to the Followings**

Bank reserves its rights, without giving any reason whatsoever and without any cost or compensation there for to.

- Reject any or all proposals received in response to the NIT.
- Waive or Change any formalities, irregularities, or inconsistencies in proposal.
- Extend the time for submission of proposal.
- Modify the NIT document, by an amendment that would be notified on the Bank's website.

**12. Specification of Cars**

- a) Maruti Dzire —Petrol variant, **BS-VI compliant**, Model-Vxi, MT, Colour- Arctic white, Number of cars- Two (02)
- b) Other specification- As per Maruti Suzuki India Ltd.
- c) Accessories/ Fittings- As per Maruti Suzuki india Ltd (Standard accessories )

**13. Warranty**

As per Maruti Suzuki India Ltd.

**14. 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:

Inordinate delay in supplying the cars after receiving purchase order.

**15--Discount in Price**

Discount applicable as per offer of Maruti Suzuki India Ltd & from dealer point, if any .

**16. Availability of Cars**

The L-1 dealer should own responsibility to deliver the cars at the earliest after receiving the purchase order. Old cars will be handed over after receiving the new cars. After inspection & offering buy back price, if any accident occurs Bank will lodge Motor Insurance Claim & will repair the vehicle.

Bank will reserve rights to deduct Liquidated Damage if the L-1 dealer fail to deliver the cars beyond expected time/ normal time of delivery.

**17. Notification**

Bank will notify the selected L-1 dealer in writing/e-mail as soon as possible about the outcome of the NIT. Bank is not obliged to provide any reasons for any such acceptance or rejection.

**18. Scope of Work-**

Supply of required vehicles as per NIT within one month after receiving Purchase order Under Buy back of the following two old Dzire Vehicles of our Bank-

**Old Dzire** : Identified for Disposal : 02 under Buy Back

SI No	Vehicle No	Dt of Purchase	Kilometer Covered
1.	WB-06C/2383	30/11/2009	1, 41, 177
2.	WB-06D/1463	07/04/2010	1, 36, 536





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Authorised representative of participating dealer may inspect the above noted vehicles of our Bank along with its documents at our Head Office in between 03/02/2022 to 21/02/2022 from 10.00 hrs -17.00 hrs for offering buy back value.

### **Part-II- Price Bid**

#### **19. Price-**

The Price is **Ex-Showroom price** & must include all applicable taxes such as GST etc

#### **20.Evaluation Methodology**

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost effective quotation submitted by a dealer. (Total Cost of Ownership).

#### **21. Price bids evaluation process**

The Price Bids of only authorised dealers/bidders shall be considered valid who has submitted required documents along with Tender Fees , EMD and the evaluation will take into account the following factors:

**The L1 Bidder will be selected on the basis of the amount quoted for as per Annexure-B .**

#### **22- Variation**

In case there is a variation in value between numbers and words; the value mentioned in words would be considered.

#### **23- Order & Payment details**

The purchase order will be placed by the Bank from it's Head Office, Central Security Department, Head Office, UCO Bank in the name of selected L-1 bidder. The payment will be made by Head Office, Central Security Department, Head Office after completion of the delivery of the vehicles. For payment the L-1 dealer should submit Bank account details.

Under no circumstance, any advance amount will be paid to the selected dealer.

#### **24- Standard Accessories supplied by MSIL**

The L-1 dealer should provide standard accessories with the cars provided by Maruti Suzuki India Ltd free of cost.

#### **25-Demonstration & Service**

At the time of delivery , dealer should provide an effective demonstration to drivers. The selected dealer will provide after sales free service as per schedule of MSIL.

#### **26.- Legal Dispute-**

This NIT document shall be governed and construed in accordance with the laws of courts of Kolkata alone and no other courts shall be entitled to entertain and





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try any dispute or matter relating to or arising out of this NIT document. Notwithstanding anything above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, if found it expedient to do so.

### **27. Corrupt and Fraudulent Practices**

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers observe the highest standard of ethics during the tender process in pursuance of this policy:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of values 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.

### **28 - Arbitration**

All dispute or differences whatsoever arising between the Selected bidder and the Bank out of or in relation to the above offer, with the Selected bidder, or breach thereof shall be settled amicably. If, however, the parties are not able to resolve any dispute or difference aforementioned amicably, the same shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The Arbitrator / Arbitrators shall give a reasoned award.

Arbitration shall be held in Kolkata and conducted as per Arbitration & conciliation Act, 1936 as any statutory modification or re-enactment there of. Each party to the dispute shall appoint one Arbitrator each and two arbitrator shall jointly appoint the third or presiding arbitrator.

### **29- Conflict of Interest**

The vendor shall disclose to Bank in writing , all actual and potential conflict of interest that exist , arise or may arise ( either for the vendor / bidder's team ) in course of performing the service (\*s) as soon as practical after it became aware of that conflict.

### **30. Integrity Pact**

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The integrity pact essentially envisage an agreement between the prospective vendors/ bidders sellers, who commit themselves to Integrity pact ( IP) with the bank would be

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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 purchase of vehicles 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 Independent External Monitor ( IEM ) has 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.**

**Shri Ranjan S katoch  
A-91, Alkapuri,  
Bhopal, MP, PIN-462022**

**( e-mail ID- [rkatoch@nic.in](mailto:rkatoch@nic.in) )**

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**Annexure-A**

To  
The AGM & Chief Security Officer  
Central Security Department  
Head Office ,  
UCO Bank,  
10 B.T.M. Sarani,  
Kolkata -700001

Sir,

**Sub : NIT Ref No- UCO/SEC/HO/VHCL/2022/16 Dated - 02/02/2022**

We are authorised dealer of Maruti Suzuki India Ltd located in Kolkata & we have workshop facility for servicing of cars as & when required. We are submitting our Bid documents through e-tender regarding the captioned subject for supply of two new Dzire Vxi cars under buy back scheme of UCO Bank's existing old two Dzire cars along with other applicable discounts.

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid.

If our bid is accepted, we are responsible for supply of vehicles as per the NIT & we have accepted all terms & conditions as mentioned in the subject NIT.

Yours faithfully

For.....

(Signature and seal of authorized person)

Place:

Date:

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**Annexure-B**

**Price Bid**

**(NIT Ref No- UCO/SEC/HO/VHCL/2022/16 Dated - 02/02/2022)**

**For Supply of two new Dzire Vxi-BS-VI (MT) cars–Colour Arctic white as mentioned in the NIT under reference under buy back of existing two old Dzire cars )**

Model of Car	Unit Price of Car- (Ex-Showroom Price Including all taxes)	Number of cars	Total Cost
1. Dzire-Vxi, MT (Petrol) Colour- As per NIT	Rs	02 ( Two)	
2. Buy back value of Old Dzire cars	-	02	
3. Amount ( 1-2)		Rs	

**( Grand Total ( 1-2 ) = Rupees .....)**

**Submitted**

Signature of Vendor  
(Seal/ Stamp)

**Details of Buy Back Price Offered**

**Old Dzire Cars : Identified for Disposal : 02**

Sl . No.	Office	Registration No	Buy Back Value
1	HEAD OFFICE	WB-06C/2383	Rs
2	HEAD OFFICE	WB-06D/1463	Rs

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**ANNEXURE-C**

**PRE CONTRACT INTEGRITY PACT**

**(To be stamped as per the Stamp Law of the Respective State)**

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 acting through its ..... Department, represented by General Manager / Dy. General Manager hereinafter referred to as the Buyer and the first party, proposes to procure (Name or category of the Equipment, services, etc.) hereinafter referred to as Stores and / or Services.

And

M/s \_\_\_\_\_ represented by \_\_\_\_\_ Chief Executive Officer, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company/ /partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as –Party or collectively as the –parties, as the context may require.

**3. Preamble**

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc of \_\_\_\_\_ and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**4. Commitments of the Buyer**

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

- (i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all

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Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.

(iii) The Buyer will exclude from the process all known prejudiced persons.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

### **5. Commitments of the Bidder(s) /Seller(s):**

5.1 The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- (ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.
- (iv) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).

5.2 The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

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



#### **5.4 Agents / Agency Commission**

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

#### **6. Previous Transgression**

6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

6.2 If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

#### **7. Company Code of Conduct**

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

#### **8. Sanctions for Violation**

8.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:





(i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.  
(ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.  
(iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.

(iv) To encash EMD /Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

8.2 If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

### **9. Compensation for Damages**

9.1 If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

### **10. Price Fall Clause**

The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU or Public Sector Bank and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product /Systems or Subsystems was supplied by the Bidder to any other Ministry /Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

### **11. Independent External Monitor(s)**

11.1 The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).

11.2 As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.

11.3 The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.



11.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.

11.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.

11.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

11.7 The word “**Monitor**” would include both singular and plural.

## **12. Law and Place of Jurisdiction**

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Kolkata, India.

## **13. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extant law in force relating to any civil or criminal proceedings.

## **14. Integrity Pact Duration.**

14.1 This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.

14.2 If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank .

14.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

## **15 Other Provisions**

15.1 Changes and supplements need to be made in writing. Side agreements have not been made.

15.2 The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

15.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.

15.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.

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UCO Bank

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Honours your trust

16. This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.

17. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

18. The Parties here by sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_  
(Seller/Bidder) and \_\_\_\_\_ on \_\_\_\_\_ (Buyer)

BUYER

Signature:

Agm & Chief Security Officer  
UCO Bank ,

.....Division

Place:

Date:

Witness 1:

(Name & Address)

BIDDER \* /SELLER\*

Signature:

Authorized Signatory (\*)

Place:

Date:

Witness 2:

(Name & Address)

सामान्य प्रशासन (केन्द्रीय सुरक्षा) विभाग, प्रधान कार्यालय, 10 बि. त्रै. म. सरणी, कोलकाता 700 001

General Administration (Central Security) Department, 10 B T M Sarani, Kolkata 700 001

Phone: 033-22352560 ; 44557381; 44557382; 22356830 TeleFax: 033-22352560 e-mail: hosecurity.calcutta@ucobank.co.in

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UCO Bank

Honours your trust

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**Letter of Undertaking & Indemnity**

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

To

UCO Bank

Central Security Department

Head Office

In consideration of UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700 001 (hereinafter Referred to as "the Bank" which expression shall include its successors and assigns) at our request and on the strength of our statements and representation contained letter dated ..... agreeing to appoint us as vendor/ Contractor for supply of MICR cheque paper at 2 India Ex-change Place Building, at Kolkata, we, ....., a Company incorporated under the Companies Act, 1956 having its registered office at - ..... (full address) do hereby irrevocably and unconditionally agree and undertake that:

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

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सामान्य प्रशासन (केन्द्रीय सुरक्षा) विभाग, प्रधान कार्यालय, 10 बि. त्रै. म. सरणी, कोलकाता 700 001

General Administration (Central Security) Department, 10 B T M Sarani, Kolkata 700 001

Phone: 033-22352560 ; 44557381; 44557382; 22356830 TeleFax: 033-22352560 e-mail: hosecurity.calcutta@ucobank.co.in

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UCO Bank

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Honours your trust

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

- 3) Our obligations herein are independent, irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of the BANK or Indemnifier or any other circumstance whatsoever which might otherwise constitute a discharge or defense of an indemnifier.
- 4) In case we fail to pay the losses, damages and expenses as claimed and demanded by the Bank, Bank shall be entitled to recover the amount by invoking security deposit.
- 5) This Letter of Undertaking & Indemnity shall survive the Agreement entered into between the Bank and us.

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

.....

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

.....

(Signature of the Authorized Signatory of Bank)

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सामान्य प्रशासन (केन्द्रीय सुरक्षा) विभाग, प्रधान कार्यालय, 10 बि. त्रै. म. सरणी, कोलकाता 700 001

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