

# UCO Bank, Zonal Office, Chennai invites sealed bids for

Supply, Installation, Commissioning & Maintenance of Fire Hydrant System, Sprinkler System, Fire Alarm and PA
System with Talk back facility for

Chennai Zonal Office Building located at 328, Thambu Chetty Street, Opp. Madras High Court, Parry's Corner, Chennai - 600 001

Cost of the Tender document: - Rs 1000/- (Rupees Thousand only)

(Ref. ZOC/GAD/SEC/07/2024-25, Date- 03/02/2025)

#### 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 Tender 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.

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 Tender and Bidder's response to the same extent and in the same manner as if specifically described in this 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, Chennai-700001, India, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3300 branches spread all over the country.

The existing Fire Hydrant System (Wet Riser), Fire Alarm System provided in Chennai Zonal Office Building is age old & some hydrant pipes are not in working condition. It has been decided to replace the existing Fire Hydrant System & Fire Alarm System with new Fire Hydrant System (Wet Riser), Fire Alarm System & Sprinkler Sytem. But the internal hydrant pipes, hose reel etc which can be reused should not be replaced & should be connected with the new system. The selected <u>L-1 bidder will have to buy back the old & defunct equipments, old rusted Hydrant pipes</u> after dismantling these equipments during installation of new fire pumps, new MS hydrant pipes & new equipments as per specification of the subject Tender.

Accordingly, UCO Bank invites response from experienced vendors with proven capabilities dealing in supplying, installing and maintaining Fire Hydrant Wet-Riser Systems and having their own offices in & around Chennai for supply, installation, commissioning & maintenance of Fire Hydrant System, Fire Sprinkler System, Alarm system under buy back of old & defunct equipments & rusted hydrant pipes, old Fire Alarm system of UCO Bank's Chennai Zonal Office Building located at 328, Thambu Chetty Street, Opp. Madras High Court, Parry's Corner, Chennai - 600 001.

The Vendors would be required to provide all the equipments and accessories supplied under this Tender along with initial warranty of <u>TWO YEARS</u> and a Comprehensive Annual Maintenance Contract (CAMC) for <u>FIVE YEARS</u> on turn key basis. Only those bidders, who satisfy the eligibility criteria, mentioned in this Tender document need to respond.

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## PART - I GENERAL TERMS AND CONDITIONS

#### 1.1 Introduction

UCO Bank invites Tender comprising of Technical bid and Commercial bid from experienced vendors with proven capabilities dealing in supplying, installing and maintaining Fire Hydrant Wet-Riser Systems and having their own offices in & around Chennai for Supply, Installation, Commissioning & maintenance of Fire Hydrant System, Fire Sprinkler System, Alarm system under buy back of old & defunct equipments & rusted hydrant pipes, old Fire Alarm system of UCO Bank's Chennai Zonal Office Building located at 328, Thambu Chetty Street, Opp. Madras High Court, Parry's Corner, Chennai - 600 001.

The Vendors would be required to provide all the equipments and accessories supplied under this Tender along with initial warranty of <u>TWO YEARS</u> and a Comprehensive Annual Maintenance Contract (CAMC) for <u>FIVE YEARS</u> on turn key basis. The Selected bidder is required to adhere to the terms of this Tender document and any deviations to the same shall not to be acceptable to UCO Bank. The bidder (also called the vendor or bidder through out 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 <u>UCO BANK, Zonal Office, Security Department, 2<sup>nd</sup> Floor, 328, Thambu Chetty Street, Opp. Madras High Court, Parry's <u>Corner, Chennai - 600 001</u> 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. The bidders downloading the document from Bank's website www.ucobank.com must pay the cost of the document, in a separate cover and properly superscribed, at the time of submission of the bids.</u>

The details are given below:-

Tender Reference	ZOC/GAD/SEC/07/2024-25 dated 03/02/2025	
Cost of Tender documents	Rs 1000/- (Non returnable)	
Estimated Cost of Project	Rs 28 Lakhs (plus GST as applicable)	
Date of issue of Tender	05/02/2025	
Earnest Money Deposit (EMD)	Rs 28,000/-(In the form of DD) - Returnable	
Date of commencement of sale	05/02/2025	
of tender document		
Last date for submitting queries for	12/02/2025 upto 3:00 p.m.	
the Pre - bid Meeting		
Pre-Bid meeting Date & Venue	13/02/2025 @ 11:00 a.m. at UCO BANK, Zonal	
	Office, Security Department, 2 <sup>nd</sup> Floor, 328,	
	Thambu Chetty Street, Opp. Madras High Court,	

	Parry's Corner, Chennai - 600 001	
Last Date and Time for receipts of	26/02/2025 at 3:00 pm	
tender bids	·	
Opening of technical bids	26/02/2025 at 4:00 pm	
Opening of Price Bid	To be intimated later to Technically qualified	
	bidders only	
Address of Communication	UCO Bank, Zonal Office, Chennai	
	2 <sup>nd</sup> Floor, 328, Thambu Chetty Street, Opp. Madras	
	High Court, Parry's Corner, Chennai - 600 001	
Email address	zochennai.sec@ucobank.co.in	
Contact Telephone	Tel: 044-4340-5540	
	044-4340-5556	
Bids to be submitted at	Security Department, 2 <sup>nd</sup> Floor, 328, Thambu	
	Chetty Street, Opp. Madras High Court, Parry's	
	Corner, Chennai - 600 001	

Any bid received after last date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank.

The Bid document shall be in two parts viz. Technical Bid & Commercial Bid. Both the bids must be submitted in separate sealed envelopes super scribing:- "Technical Bid for Supply, Commissioning, and Maintenance of Fire Hydrant System, Sprinkler System & Fire Alarm System" for UCO Bank, Zonal Office Building, located at 328, Thambu Chetty Street, Opp. Madras High Court, Parry's Corner, Chennai - 600 001" on top of the envelope containing Technical Bid

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"Commercial Bid for Supply, Commissioning, and Maintenance of Fire Hydrant System, Sprinkler System & Fire Alarm System" for UCO Bank, Zonal Office Building, located at 328, Thambu Chetty Street, Opp. Madras High Court, Parry's Corner, Chennai - 600 001" on top of the envelope containing Commercial Bid.

If the cover/envelope are not sealed & superscribed as required, the Bank will assume no responsibility for its misplacement or premature opening.

The bidders should take care of submitting the bids properly filed so that the papers are not loose. The bid documents should be properly numbered and submitted in a file in proper manner so that the papers do not bulge out and tear during scrutiny.

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

The technical bid will be opened first and only those bidders, deemed eligible as per the eligibility criteria mentioned in this TENDER, will be shortlisted after technical evaluation. Commercial Bids of only those short-listed-bidders, who have qualified in Technical evaluation, will be opened by the Bank on the date as per given schedule.

The Sealed Bids should be addressed to:

The Zonal Manager Chennai Zonal Office 328, Thambu Chetty Street, Opp. Madras High Court, Parry's Corner, Chennai - 600 001 UCO Bank is not responsible for non-receipt of response to TENDER within the specified date and time due to any reason including postal holidays or delays. In case the specified date of submission & opening of Bids is declared holiday in Tamil Nadu under NI Act, the bids will be received till the specified time on next working day and Technical 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 target date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

#### 1.2 Submission of Bids

- 1.2.1 Technical Bid should be duly sealed and superscribed as <u>Technical Bid for Supply</u>, <u>Commissioning</u>, <u>and Maintenance of Fire Hydrant System</u>, <u>Sprinkler System & Fire Alarm System" for UCO Bank</u>, <u>Zonal Office Building</u>, <u>located at 328</u>, <u>Thambu Chetty Street</u>, <u>Opp. Madras High Court</u>, <u>Parry's Corner</u>, <u>Chennai - 600 001"</u> on Turn Key Basis".
- 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 Annexure- B, Checklist, including documentary proof in support of Eligibility Criteria and Annexure C, D, E & F.
- 1.2.5 Commercial bid duly sealed and superscribed as <u>"Commercial Bid for Supply, Commissioning, and Maintenance of Fire Hydrant System, Sprinkler System & Fire Alarm System" for UCO Bank, Zonal Office Building, located at 328, Thambu Chetty Street, Opp. Madras High Court, Parry's Corner, Chennai 600 001".</u>
- 1.2.6 Incomplete bids or bids not conforming to the terms and conditions are liable for rejection by the Bank.
- 1.2.8 At any time, prior to deadline for submission of Tender, UCO 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 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.

#### 1.3 Cost of tender Documents

The intending bidders should pay the Cost of tender Documents of Rs 1000/- (Rupees One Thousand only). The Cost of tender Documents shall be paid by Demand Draft / Banker's Cheque / Pay Order drawn in favour of 'UCO Bank' payable at Chennai. The Cost of tender Document is non-refundable. The bidder downloading the tender document from Bank's website www.ucobank.com must pay the cost of the tender document, in a separate cover, at the time of submission of the bids.

#### 1.4 Earnest Money Deposit

The Bidder must submit Earnest Money Deposit (EMD) along with the Technical Bid in the form of DD/ Pay Order in favour of UCO Bank payable at Chennai to the tune of Rs 28,000/-(Twenty Eight thousand only).

Non-submission of EMD will lead to outright rejection of the bid of the bidder. <u>The EMD of unsuccessful bidders will be returned to them on completion of the tender process.</u>

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.

## 1.5 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 received through Telegram/Fax/e-mail.
- 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 Request for proposal (Tender) 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.

#### 1.6 Pre-Bid Meeting

The queries for the Pre-bid Meeting should be reached in writing or by email on or before 12/02/2025 by 3:00 pm on e-mail: zochennai.sec@ucobank.co.in. It may be noted that no query from any bidder shall be entertained or received after the above mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard.

<u>Pre-Bid meeting</u> will be conducted on <u>13/02/2025</u> at 11:00 a.m. at Security Department, 2<sup>nd</sup> Floor, 328, Thambu Chetty Street, Parrys Corner, Chennai - 01

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting at the venue on scheduled date & time.

### 1.7 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.

#### 1.8 Introduction and Disclaimer

This Tender document has been prepared solely to enable UCO Bank ("Bank") in defining the requirements for <u>Supply, Commissioning</u>, <u>and Maintenance of Fire Hydrant System, Sprinkler System & Fire Alarm System" for UCO Bank, Zonal Office Building, located at 328, Thambu Chetty Street, Opp. Madras High Court, Parry's <u>Corner, Chennai - 600 001"</u>. The tender document is not a recommendation, bid or invitation to enter into a contract, agreement or other arrangement in respect of the services.</u>

#### 1.9 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 TENDER document.

#### 1.10 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.

#### 1.11 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.

#### 1.12 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.

## 1.13 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.

## 1.14 No Legal Relationship

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

#### 1.15 Errors and Omissions

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

#### 1.16 Acceptance of Terms

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

#### 1.17 Tender Response

If the response to this tender does not include the information required or is incomplete or submission is through Fax mode or through e-mail, the response to the 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 Tender process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

#### 1.18 Response Validity Period

Tender response will remain valid and open for evaluation according to their terms for a period of at least 1 year from the time the Tender response submission process closes.

#### 1.19 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.

#### 1.20 Language of Bids

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

## 1.21Indemnity

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.

## 1.22Authorized 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.

## 1.23. 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 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 Integrity 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 Tender (NIT) till the conclusion of the contract I.e., final payment or the duration of warranty. Format of IP is attached as Annexure-E.

# 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.

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<u>SI.</u>	Pre-Qualitying Criterion	<u>Documents to be submitted</u>			
No.					
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 Rs. 30 Lakhs during each of the last three financial years as evidenced by the audited accounts of the company / division.	for the preceding three years (i.e.			
3	The bidder should have made operating profit in any one of the last three financial years (i.e. 2021-22, 2022-23 and 2023-24)	Copy of the audited Balance Sheets for the preceding three years (i.e. 2021-22, 2022-23 and 2023-24)			
4	The bidder should have commissioned and maintained Fire Hydrant systems in three organizations in India, out of which one should be Private Sector Bank /Financial Institutions / Government Organization within India in last 5 years ending on 31/12/2024. Or The Bidder should have successfully executed –	Copy of client certification for successful completion and commissioning with name and contact details of signatory should be attached.			
	Three jobs each of value not less than 15 lacs OR  Two jobs each of value not less than 25 lacs OR				
	One job of value not less than 45 lacs				

5	The bidder should not have been blacklisted /debarred for corrupt and fraudulent practices by Govt. organizations.	Self-declaration on the letter head.
6		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 e-Tender.

There would be a three (3) stage evaluation process.

The Stages are:

- I) Eligibility Criteria Evaluation
- II) Technical Evaluation
- III) Commercial Evaluation

#### 3.1.1 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 L1.

## 3.1.2 Evaluation Methodology

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution (Total Cost of Ownership) over a 7-year period that appropriately meets the requirements of the Bank identified in this e-Tender.

## 3.1.3 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.

# 3.1.4 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:

- 3.1.3.1 The L1 Bidder will be selected on the basis of the amount quoted for proposed solution as per Annexure-D.
- 3.1.3.2 The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.
- 3.1.3.3 In case there is a variation in value between numbers and words; the value mentioned in words would be considered.
- 3.1.3.4 The Bidder needs to provide Unit costs for components and services; unit rates with applicable taxes would be considered for the TCO purposes.
- 3.1.3.5 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 TCO. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

#### PART- IV: SCOPE OF WORK

#### 4.1 DESCRIPTION

The ensuing Technical Specification are for the proposed Fire Fighting and Sprinkler system & Alarm system installation at UCO Bank Zonal Office Building, Chennai.

The Fire Fighting System designed features:

- **4.1.1** Pressurized Wet Riser complete with Landing Valves and Hose Reels at every floor levels. The Hose Reels accommodated in a glass fronted box are located in the Lobby at various floors, so as to have easy approachability. The system designed has been carried out in accordance with relevant IS Codes and NBC Regulations.
- **4.1.2** All floors area shall be provided with a Landing Valve and Hose Reel assembly, which shall be tapped-off from the main wet riser pipe and protected with a Sprinkler System, which shall be tapped-off from the Hydrant Riser Pipe.
- **4.1.3** The external part of the building shall be protected by providing Yard Hydrant placed at intervals as per specifications. The main piping for the hydrants shall be tapped-off from the discharge header of the fire pump sets and the same shall be run buried adjacent to the compound wall of the property.
- **4.1.4** Underground sumps having a capacity of Fifty Thousand liters for wet riser and sprinkler system is proposed within the property under the drive way. The suction piping from the fire water sumps shall be taken to the respective fire pumps proposed to be installed on the UG Sump. Necessary puddle flanges are already provided in the UG sumps and building retaining wall.
- **4.1.5** The entire Commercial Block, One Electricity driven Main fire pump, One Diesel driven pump and One Jockey pump (Electrical) for Wet riser system has been Planned as per NBC. Upon Completion of installation the Contractor shall test the system and hand over the same in operating condition to the Owner or other agencies as assigned by the Owner. Necessary operating and maintenance manuals together with as-built drawings, all in quadruplicate shall be submitted. The system shall be deemed to be taken over only upon submission of these documents and against the issuance of Completion Certificate by the Consultants.
- **4.1.6** <u>Approvals</u>: After completion of Installation, necessary submission drawings shall be prepared by the Contractor and submitted to the relevant authorities. The scope of this tender includes the responsibility of obtaining the approval for the installation from the Fire Department and other relevant Departments and obtaining the required No Objection Certificate.

#### 4.2. PIPING, VALVES & ACCESSORIES SCOPE

The scope of this section comprises the supply and laying of pipes, pipe fittings and valves and testing of all water piping required for the complete installation as shown on the drawings. All piping inclusive of fittings and valves shall follow the applicable Indian Standards.

# 4.2.1 Hydrant and Sprinkler Piping:-

- A) All Hydrant Pipes, Stand Pipes, Sprinkler Pipes, etc., shall be as per the Approved Make indicated elsewhere in this Specification conforming to relevant IS Codes. Pipes upto 150 mm NB shall be as per IS 1239, Medium /Heavy grade. Pipes of 200 mm NB and above shall be as per IS 3589, with 6.35 mm wall thickness.
- B) Pipes upto and including 40 mm dia, shall have threaded / Welded joints using non hardening lubricant as sealing material and / or by screwed flanges using 3 mm rubber gaskets, Pipe threads and flanges shall be as per BS 534 and BS 4504. Pipes 50 mm and above in dia. shall have welded / flanged joints.
- C) All welding shall be done by qualified welders and shall strictly conform to Indian Standards code of practice for manual metal arc welding of mild steel. All fittings shall be of Mild Steel conforming to A 234 GR WPD Sch. 40. The Flanges shall be drilled as per relevant IS Standards. All Flanges, fittings and accessories shall be suitable for Grade 150 Pressure Rating unless otherwise specified.
- **D)** All pipes and their steel supports shall be thoroughly cleaned and given one primary coat of red oxide paint before being installed.
- **E)** Fittings shall be as per IS 1239 Part II of Pressure rating suitable for the piping system. Fittings used on welded piping shall be of weldable type.
- **F)** Tee-off connections shall be through equal or reducing tees, otherwise ferrules welded to the main pipe shall be used. Drilling and tapping of the walls of the main pipe shall not be resorted to.
- **G)** C.I. Sluice Valves: Non rising spindle sluice valve conforming to IS 14846 with a rating of PN 1.6 shall be used for the system. These valves are provided at suitable locations, considering the need of isolation in case of maintenance and this shall be of TAC approved make.
- H) G.M Sluice Valve: This shall be as per IS 14846 with female threaded ends used for instrumentation / draining arrangement and shall have ISI Mark.
- I) Non Return Valve: The specified special non return valve shall be "Ball type" flanged end / Dual plate Check Valves as per IS 1532 / PN 16 rating with ball type NRV. These check valves, without bypass shall be provided for the delivery lines of the pump sets. The makes shall be as specified elsewhere in this tender.
- J) Butterfly Valve: All isolation / shut-off valve shall be of Butterfly type IS 13095- PN-16. wherever indicated in the Drawings. The Valves shall have cast Iron body conforming to IS 210 GR FG 200 and suitable for ANSI 150 Grade flanges. The Valve stem shall be of Stainless Steel conforming to SS 410 / 316. The disk material shall be of Ductile Iron with Electroless Nickel Plating. The seat material shall be EPDM. All shut-off valves of 50 mm NB and above shall be Butterfly valves only.

- **K)** Ball Valve: All shut-off valves of size 50 mm NB and below shall be full bore type ball valves only conforming to BS 5351 and should be of 3 piece construction only. The body shall be of carbon steel as per ASIM A 216 WCB. The en-connectors shall also be of carbon steel as above. The ball and stem shall be stainless steel SS 304 / 316. The Valve seat, body gasket and stem packing shall be PTFE. The make shall be as indicated elsewhere in this tender.
- **L)** Valve Chamber: Brick masonry chamber of size 900 mm x 750 mm x 900 mm depth with 600 mm x 600 mm Heavy Duty Cast Iron manhole cover shall be provided for the sluice valve that are proposed for the underground fire hydrant lines.
- **M)** Flanges shall be of approved make. The supply of flanges shall also include supply of bolts and nuts and suitable asbestos / fibre rubber insertion gaskets (minimum 3 mm thick).
- N) Strainers shall be of approved make, equal "Y" type or pot strainers, with Cast / MS fabricated bodies designed for the test pressure specified. Strainers shall have bronze screen with 3 mm perforations. Screen shall be removable and replaceable without disconnection of the main pipes. All strainers shall be provided with equal size isolation valves, so that the strainer may be cleaned without draining the system. All "Y" type strainers wherever specified shall be Cast / MS fabricated type only.
- O) All pipe supports shall be mild steel, thoroughly cleaned and given on primary coat of red oxide paint before being installed.

#### 4.2.2 External Stand Post Type Hydrant Assembly:-

- A) Stand Post MS Stand Post with MS heavy grade pipe for seating the yard hydrant valve 80 mm dia. x 2000 mm long.
- B) Single Headed Hydrant Valve: Stainless Steel Metal oblique type hydrant valve of single outlet with necessary hose coupling adaptor of 63 mm size, instantaneous spring lock arrangement and blank cap conforming to IS 5290.
- **C)** Hose with Coupling: Controlled percolation Hose conforming to IS 8423 of 63 mm dia. x 15 RMT long shall be provided with suitable fire hose delivery coupling of instantaneous spring lock arrangement comprising of male and female half and rubber cup washer as per IS 903.
- **D)** Stainless Steel Metal Branch Pipe with Nozzle: Stainless Steel metal short branch pipe shall be of 63 mm dia. female instantaneous inlet, male threaded outlet complete with hexagonal nozzle of 19 mm dia. heavy quality as per IS 903 shall be provided.
- **E)** Hose Cabinet: MS Hose Cabinet to accommodate two nos. of Hose Pipes with coupling and 1 No. branch pipe shall be provided for each yard hydrant valve. This cabinet shall be glass fronted with hinged door and lock. The cabinet is spray painted to scarlet red colour. The size of the cabinet shall be 750 mm x 600 mm x 250 mm with 16SWG sheet.
- F) Fire Brigade Connection: Fire brigade connection shall be provided to the reservoir comprising of four instantaneous pattern 63 mm dia. inlets with four nos. built-in non-return

valve including cap with chair and 150 mm dia. Sluice / butterfly valve. The manifold shall be mounted in a MS cabinet with glass fronted door. Fire brigade connection shall be provided to the fire system comprising of two instantaneous pattern 63 mm dia. inlets with two nos. built-in non-return valve including cap with chair and 100 mm dia. Sluice / butterfly valve. The manifold shall be mounted in a MS cabinet with glass fronted door.

# 4.2.3 Internal Hydrant Assembly:-

- A) Single Head Hydrant Valve: 7 Stainless Steel Metal oblique type hydrant valve of single outlet with necessary hose coupling adapter of 63 mm size, instantaneous spring lock arrangement and blank cap conforming to IS 5290.
- **B)** Hose with Coupling: Reinforced Rubber lined Fire Hose conforming to ISI of 63 mm dia x 15 RMT long shall be provided with suitable fire hose delivery coupling with SS Binding of instantaneous spring lock arrangement comprising of male and female half and rubber cup washer as per IS 903.
- C) Stainless Steel Metal Branch Pipe with Nozzle: Stainless Steel metal short branch pipe shall be of 63 mm dia. female instantaneous inlet, male threaded outlet complete with hexagonal nozzle of 19 mm dia. heavy quality as per IS 903 shall be provided.
- **D)** Hose Reel: Hose Reel of swing type with 19/20 mm and 36 RMT long thermo plastic hose and hand controlled nozzle of 6.25 mm dia. shall be provided on a drum with suitable bracket for fixing on the wall.
- **E)** Hose Reel Cabinet: MS Hose cabinet of size to suit the location shown in drawing for the fire escape hydrant and the hose reel assembly and shall be flush with the wall. These cabinets made out of 16SWG MS sheet shall be of glass fronted with hinged door and lock. The cabinet is spray painted to scarlet red colour. FRP type hose box also use instead of MS
- **F)** Hose and Extinguisher Cabinet: Where indicated on the plan install the auxiliary hose stations within a fire hose cabinet. Recessed Style Box shall be 16 gauge steel with 18 gauge hollow metal door and 16 gauge steel trim door shall be due-panel type with finish interior with factory prime exterior set for finished specified Croker-Standard 5000 Series.

## 4.2.4 Piping Installation:

- A) Tender drawings indicate schematically the size and location of pipes. The Contractor, on the award of the work, shall prepare detailed working drawings, showing the cross-section, longitudinal sections, details of fittings, locations of isolating and control valves, drain and air valves, and all pipe supports. He must view the specific openings in buildings and other structures through which pipes are designed to pass.
- B) Above Ground Piping: All pipes inside and outside the building, laid above the ground shall be properly supported on, or suspended from, stands, clamps, hangers as specified and as required. The Contractor shall adequately design all the brackets, saddles, anchors, clamps and hangers, and be responsible for their selection and usage. Approved type of Anchor fasteners shall be used along with Standard pipe supports, like

MS heavy duty or Heavy HITEC supports. The pipes shall be duly painted with one coat of red oxide primer and two coats of synthetic enamel paint of fire red colour as per Shade No. 536 per IS 5. The pipes shall be supported at a minimum interval of 3.0 Mts. between adjacent supports.

- C) Vertical risers shall be parallel to walls and column lines and shall be straight and plumb. Risers passing from floor to floor shall be supported at each floor by clamps or collars attached to pipe and with a 15 mm thick rubber pad or any resilient material. Where pipes pass through the terrace floor, suitable flashing shall be provided to prevent water leakage.
- **D)** Pipe Sleeves, 50 mm larger diameter than pipes, shall be provided wherever pipes pass through walls and slabs, and annular space filled with fibre glass and finished with retainer rings.
- **E)** All pipe work shall be carried out in workmen like manner, causing minimum disturbance to the existing services, buildings, rods and structure. The entire piping work shall be organized, in consultation with other agencies work, so that laying of pipe supports, pipe and pressure testing for each area shall be carried out in one stretch.
- **F)** Cut-outs in the floor slab for installing the various pipes are indicated in the drawings. Modification of these cutouts / additional cutouts if required shall be included in the offer.
- **G)** The Contractor shall make sure that the clamps, brackets, clamps saddles and hangers provided for pipe supports are adequate. Piping layout shall take due care for expansion and contraction in pipes, and include expansion joints where required.
- H) All pipes shall be accurately cut to the required sizes in accordance with relevant IS Codes and burrs removed before laying. Open ends of the piping shall be closed as the pipe is installed to avoid entrance of foreign matter. Where reducers are to be made in horizontal runs, eccentric reducers shall be used for the piping to drain freely. In other locations, concentric reducers may be used.
- I) All welding of pipes shall be carried out by certified welders only. A welding procedure shall be prepared and qualified before any welding is done. The Welding Standard shall be as per AWS D 10.9, level AR 3. All pipe works of 50 mm NB and below shall be of Screwed / welded constructions.
- J) Under Ground Piping: The pipe surface shall be cleaned and painted one coat of PYPKOTE primer and above this one layer of PYPKOTE 4mm tape shall be welded. Above this a finished layer one coat of white wash with water based cement paint shall be carried out. Alternatively the coating shall also be carried. The UG piping is to be laid in such a way the Top level is minimum 1 Mtr. From ground level. PCC 1:4:8 anchor supports shall be provided for bends and tees where ever change in flow direction occurs.
- **K)** Handling of Coated Pipes: The coated pipes are to be lowered inside the trenches as early as possible. The maximum period not exceeding 20 days from the date of tape application. Care is taken while lowering the coated pipes chains, cables, tongs or other equipments likely to cause damage to the coating shall not be permitted nor shall

dragging or skidding of the pipe. Any damage to the coated pipe shall be repaired before lowering into the trench.

L) Excavation and Back filling: Excavation for UG Pipe line shall be done in all type of soil conditions to a minimum of 1 Mtr. below the ground level i.e., to the top of pipe elevation.

## 4.2.5. Testing & Balancing:-

- A) All piping shall be tested to hydrostatic test pressure of at least ONE AND HALF times the maximum operating pressure, but not less than 10 kg per sq.cm. gauge for a period of not less than 4 hours. All leaks and defects in joints revealed during the testing shall be rectified and got approved at site.
- B) Piping repaired subsequent to the above pressure test shall be re-tested in the same manner, till no leaks and pressure drops are found.
- C) System may be tested in sections and such sections shall be securely capped, then retested for entire system.
- **D)** The Contractor shall give sufficient notice to all other agencies at Site, of his intention to test a section or sections of piping and all testing shall be witnessed and recorded by Owner's Site Representative (EIC).
- **E)** The Contractor shall provide all materials, tools, equipment, instruments, services and labour required to perform the test and to remove water resulting from cleaning and after testing.

## 4.2.6. Measurements for Piping:-

Unless otherwise specified measurements for piping for the project shall be on the basis of centre line measurements described herewith.

A) Piping: Shall be measured in units of length along the centre line of installed pipes including all pipe fittings, flanges (with gaskets and nuts and bolts for jointing) unions, bends, elbows, tees, concentric and / or eccentric reducers, inspection pieces, expansion loops etc., The above accessories shall be measured as part of piping length along the centre line of installed pipes and no special rates for these accessories shall be permitted. The quoted unit rates for centre line linear measurements of piping shall include all wastage allowance, pipe supports including hangers, MS Channel, wooden haunches, nuts and check nuts, vibration isolator suspension where specified or required, and any other item required to complete the piping installation as per the specification. None of these items will be separately measured NOR paid for. However, all valves (gate / globe / check / balancing / purge / drain / butterfly / ball etc.,) strainers, orifice plates, thermometers, pressure gauges shall be separately measured and paid as per their individual unit rates.

#### 4.3 PUMP SETS

## 4.3.1. Fire Pumps & Controllers :-

- **a.** Complete fire pump system, including pump motor, auxiliary components, controllers, and interconnecting power and control wiring.
- **b.** For rating, Model No. total dynamic head and electrical characteristics of pumps, refer to schedule on drawings and Technical Specifications
- **c.** Motor: Shall be of suitable rating as specified and shall be TEFC Squirrel Cage induction type with Class 'F' insulation.
- **d.** The pump shall also deliver not less than 150 % of rated capacity at a pressure not less than 65 % rated head. The shut-off pressure should not exceed 120 % of the rated pressure.
- e. The following accessories shall be included with the pump unit:-

Eccentric Suction Reducer
Discharge Tee
Test Header with Valves and Caps
Casing Relief Valve
Overflow Cone
Suction and discharge gauges
Coupling Guard
Vibration Isolator

- **f.** Pump and driver shall be mounted on a common base plate of either Cast Iron or fabricated steel and direct connected through a flexible coupling. The pump shall have Bronze impellers mounted on to SS Shafts.
- g. Provide name and capacity plate with pump.
- h. Prior to shipment, the pump and motor for this project shall be thoroughly shop tested as a complete unit by the pump manufacturer. This shall include a hydrostatic test to twice the working pressure, but in no case to less than 1724 Kpa (250 psi). A certified characteristic curve showing the pump performance based upon the results of the shop test shall be furnished to the purchaser. The test data shall include a plot of motor speed Vs pump capacity over the entire range from shut-off to beyond 150 % of design capacity.
- i. The pump shall be mounted Anti vibration machine mounts.

#### 4.3.2. Diesel Engine Driven Pump Set:

As a stand-by for the Main Electric Motor Driven Pump set, a Diesel Engine Pump Set shall be provided. The Pump construction and duty conditions shall be similar to the Electric Motor Driven Pump Sets. The engine shall be multi cylinder radiator water cooled diesel engine directly coupled to the pump. The capacity of the engine shall be at least 20%

greater than HP required to drive the pump at its duty point. The engine shall be complete with following accessories:-

- i) Fly Wheel.
- ii) Direct coupling for pump and coupling guard, radiator with fan, water pump drive arrangement and guard.
- iii) Air Cleaner.
- iv) Corrosion resister
- v) Fuel Service tank (8 hour) level gauge, supports, fuel oil filter with GI Pipe work & valves from tank to engine.
- vi) Lube oil pump & filter.
- vii) Electrical Starting battery 12 V.
- viii) Residential Exhaust silencer with insulated exhaust piping.
- ix) Instrumentation panel complete with Lube oil pressure, temperature gauges, water temperature, pressure gauges, tachometer, hour meter and starter switch with key for manual operation.
- x) Safety controls consisting of low lube oil pressure, high cooling water and lube oil temperature and over speed.
- xi) Anti vibration mounting.
- xii) Battery charger with float and booster charger.

## 4.3.3. Jockey Pump:-

- **a.** Pumps shall be horizontal split casing, having bronze impellers that are pinned for positive driving to stainless steel impeller shafts.
- **b.** For pump rating, total dynamic head and electrical characteristics refer technical specifications.
- **c.** Pump shall contain close-grained cast iron diffusers and equipped with bronze casing rings. Sleeve-type base bearings shall be bronze.
- **d.** Pump base and motor adapter shall be cast iron, with complete mechanical shaft seals and standard TEFC / SPDP motors.
- e. Pump shall be mounted on Anti Vibration machine mounts.

#### 4.3.4. Control Panels:

A combined control panels for automatic / manual operation of fire pump sets shall be provided. The functional requirement of control panel shall be as follows.

- **a.** When the water pressure in the system falls 0.35 kg/cm2 below normal system pressure, the jockey pump shall start automatically when set to auto status and shut down when the system pressure reaches set value. The pressure setting shall be adjustable.
- **b.** When the water pressure in the system falls below 1 kg/cm2 below the normal system pressure (due to opening of hydrant / test valves etc.,) the main electric pump shall start automatically when set to auto status and shut down when system pressure reaches set value. The pressure setting shall be adjustable.
- **c.** If within preset period the electric pump has not started pumping water or electric fire pump fails during operation, the electric pump shall be locked out and start up of standby pump shall be initiated.

- **d.** The control panel shall have manual / auto operation status selector switches. During manual operation individual pumps shall be manually operated through relevant push buttons.
- **e.** Returning the locked out pumps to normal operation shall be feasible by manual reset of locked out units by operation of appropriate push buttons.
- f. If phase failure single phase preventer to be provided.

#### 4.3.5. Power Panel :-

<u>Incomer</u>: 200 A TP&N Fuse Switch Units with HRC Fuses. Busbar - 200 A TP&N Aluminium busbar.

## Outgoing:

- **a.** 1 No. 125 A TP&N Fuse Switch Unit with HRC Fuses and Soft Start Star & Delta Starter suitable for 60 HP Motor. (For Wet riser)
- **b.** 63 A TP&N Fuse Switch Units with HRC Fuse and Soft start Starter suitable for 7.5 HP Motor.
- c. Spare 32 A TP&N Fuse Switch Units with HRC Fuse.
- d. Indication Lamps and Ammeter with 200/5 CTs for Fire Pump Motors.

The panel shall be totally enclosed, free standing floor mounted cubicle type fabricated out of sheet steel of 2 mm / 1.6 mm. The construction shall be compartmentalised, sectionalised suitable for front operation with all connections accessible from the front. Removable Gland Plates shall be provided at top / bottom as required. The busbars shall be Electrilytic Grade Aluminium (Grade E91E of IS:5082) with current density not exceeding 600 Amps / sq.inch. The busbars shall be covered with PVC Sleeves and supported by non hydroscopic insulated supports such as DMC and shall be capable of withstanding 50 KA RMS symmetrical current for 1 sec. Copper Earth bus of 25 mm x 3 mm shall be run along entire length of board with 2 earth terminals. The entire panel shall be powder coated of SIEMENS GREY. Suitable engraved panels shall be fixed at the panel for all switches, instruments, push button, indicating lamps, etc., [Electrical panel to be approved from our electrical consultants before fabrication / May be client's supply] Follow the BOQ specification also.

#### 4.3.6. Submittals :-

- 1. Pump factory test data.
- 2. Shop drawings for the installation of the 1 No Main pumps for wet riser 1 No Diesel pumps, 1 No Jockey pump sets including foundation details for commercial project.
- 3. Working drawings for the sprinkler system, showing the location of the sprinklers, pipe layout, location of landing valves and hose reel assemblies, etc., shall be submitted and approval sought for from the consultants before start of work. Care should be taken to coordinate with other services like HVAC, Lighting etc., so that there shall be no mutual hindrances.

4. Upon completion of the installation, 4 sets of as-built drawings for the entire system shall be prepared and submitted along with 4 sets of operating manuals for the systems.

#### 4.4 TECHNICAL SPECIFICATIONS

# 1. Fire Wet Riser, Yard hydrant & Sprinkler system

ITEM	MAIN PUMP	DIESEL PUMP	JOCKEY PUMP
Water Flow Rate CMH	54	54	10.8
Total Head MWC	56	56	70
Pump Type	Centrifugal end suction top discharge	Centrifugal end suction top discharge	Vertical multi stage/ Centrifugal end suction top discharge .
Pump Drive	Electric Motor	Diesel Engine	Electric Motor
Type of Coupling	Direct	Direct	Direct
Pump Casing Material	Cast Iron	Cast Iron	Cast Iron
Impeller	Bronze	Bronze	Bronze
Shaft	Stainless Steel	Stainless Steel	Stainless Steel
Shaft seal	Gland packing	Gland packing	Mechanical seal
Type of Starting	Star Delta	Battery Start	DOL

## 2. Sprinklers:

a. <u>Type: Pendent Type.</u>

Finish: Bright Chrome Finish
Temperature Ratina: 68 dea. C

"K" Factor: 80

Coverage Area: 14' x 14' Bulb Type: Quartzoid

Make: HD / Monster / Grinell / Tyco

b. Type: Standard Coverage type (Side wall)

Finish: Bright Chrome Finish Temperature Rating: 68 deg. C

"K" Factor: 80

Coverage Area: 16' x 22' Bulb Type: Quartzoid Coverage Area: 14' x 14'

Make: HD / Monster / Grinell / Tyco

c. Type: Pendent Type

Finish: Bright Chrome Finish Temperature Rating: 141 deg. C

"K" Factor: 80

Coverage Area: 16' x 22'
Bulb Type: Quartzoid
Coverage Area: 14' x 14'

Make: HD / Monster / Grinell / Tyco

#### 3. Fire Alarm and PA with Talk back system:-

- **a.** 3 in 1 unit, MCB with Chain hammer, hooter and Speaker cum Talk back unit, MS Housing.
- **b.** Conventional 10 Zone microprocessor based Fire Alarm panel. Selector Talk back, Console and with CRCA sheet housing and control desk required. Console should have all call/call back facility complete with battery back-up and it should also work on AC Single Phase Power.
- c. 6C x 1.5 Sq.mm FRLS Cu. Conductor cables with accessories etc.

#### **BILL OF QUANTITIES**

- 1. Rates for all items must be filled in.
- 2. Quantities are probable and may vary to suit the site conditions. Only the installed quantity will be measured and the payment shall be made as per the measurement.
- 3. Rates shall include whether stated in the item or not for cutting/chasing of brick walls for concealing the pipe lines and reinstating them to original condition.
- 4. Rates shall include whether stated in the item or not, all the Hydrant and sprinkler line should be marked in paint / sticker at every 3 meters and direction of flow should be marked.
- 5. Contractor can to utilize the scaffolding for external works in various services.
- 6. Q.R.O means quote rates only.
- 7. Cement and Steel required for all types of civil and structural work related to client's scope of work shall be arranged by the contractor.
- 8. All items like Fire Pumps, Ball Valves, NRV, Butterfly Valves, Fire Hoses, Hydrant valves, pipes or any other material are supplied by Owner, the Contractor should include the miscellaneous items like supporting angles, bolts, nuts, washers, Teflon tape etc., while quoting for erection and fixing them.
- 9. Upon acceptance of bid and performance of contract, Contractor shall designate by letter to the Employer one individual of his organization suitably qualified and authorised who shall thereafter act as his representative in all negotiations and instructions given to his representative shall be valid and binding on the contractor.
- 10. The owners has the right to delete any item of the tender from the scope of contractor if so desired.

#### APPROVED MAKES OF FIRE FIGHTING ITEMS

Pumps : Kirloskar / CRI Motors : Kirloskar / CRI

Diesel Engine : Kirloskar / Mahindra

MS Pipes : JINDAL / TATA 'B' Class pipe

RCC Pipes : INDIAN / Premier

Butterfly Valves : SKS/ Honeywell / Kartar

Non-Return Valve - Ball : Rumax/Kartar

Dual Plate Check Valve : SKS/Advance /Kartar

Hydrant Valves : Newage / Monsher / Safe Guard/Kartar
Fire Beacher : Newage / Monsher / Safe Guard/Kartar

Hose Reel Drum : Mitras / Monsher / Newage
Branch Pipes : Newage / Kartar / Safe Guard
RRL Hoses : Newage / Kartar / Monsher
Ball Valves : Cemberio / SKS / Zoloto / Kartar

Foot Valve : Rumax /Kartar H-Guru / Fiebig Pressure Gauge Pressure Switch Danfoss/Indfos \* Flow switch : System sensor **Annunciation Panel** Ravel / Fabricated Flow Indicator : Flow jet / Eq.

Flexible Sprinkler hose : Easey flex / Monsher / Newage / HD

Fire Extinguisher : Safety first / Fire Shield / Fire end / Peter Auto kits

Switch Fuse Units : Siemens / L&T / English Electric

Air Break Contactors : Siemens / L & T / ABB
Cables : Universal / Glostar / CCI

HRC Fuses : Havells / GEC
Overload Relays : Siemens / L & T
Single Phase Preventer : L & T/ Minilac
Indicating Lamps & Push Buttons : Rass / Technic
Current Transformer : Kappa / Bisbee

Sprinklers : Tyco / HD / Monsher / Grinell

Y-Strainer : Bee kay/ SKS/ Kartar

Manhole cover : KK Precast
Anti-vibration : Easy flex

UG Wrapping : IWL Pypkote 4MM

NOTE: All Equipment / Components used in execution of work shall be preferred make listed above subject to the approval of OWNER / ARCHITECT / PMC /CONSULTANT. The Consultant / Owner reserve the right to choose any one of the make listed above. If any other makes are offered, the same shall be clearly indicated in offer

#### PART-V

#### 5.1 Order details

The purchase order will be placed by the Bank to the selected L1 vendor by Zonal Office Chennai, UCO Bank. The payment will be made by onal Office Chennai, UCO Bank, after completion & successful commissioning of the project.

#### 5.2 Performance Bank Guarantee

The selected bidder, within 15 days from the date of purchase order will have to furnish a Performance Bank Guarantee, format as Annexure A, issued by any scheduled commercial bank equal to 10% of the order value valid for seven years (2+5) from the date of purchase 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. This is independent of the LD on Delivery and installation.

## 5.3 <u>Installation and commissioning</u>

- 5.3.1 <u>Deliveries of the equipment, installation and operationalisation of complete</u> solution should be made within 16 weeks from the date of purchase order.
- 5.3.2 If however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered while calculation of delay period.
- 5.3.3 The installation will be deemed to complete when Fire Hydrant, Sprinkler & Alarm System has been supplied, installed and made operationalise as per the technical specifications and satisfactory acceptance given by the Bank. The Bidder has to resolve any problems during successful installation and operationalisation.
- 5.3.4 All the equipment supplied by the Bidder shall be legal and Bidder shall give indemnity to that effect.
- 5.3.5 Any license, if required, need to be provided by the successful bidder. The successful bidder is solely responsible for any legal obligation related to licenses during warranty period of two years for solution proposed as implemented by the bidder.
- 5.3.6 The equipment are considered accepted (Commissioned and Operationalised) after signing the Acceptance Test (ATP) document jointly by the representative from the Bank and engineer from the successful bidder. The component level checking for individual item may be included during the acceptance test.
- 5.3.7 The successful bidder is required to transport the Goods to the specified place as per Annexure I, defined as the Project Site, transport to such place shall be

arranged by the bidder, and the related costs shall be included in the quoted Price. Cost for obtaining necessary road permits and other related permits will be the responsibility of selected bidder.

## 5.4 Payment Terms

Bank will make the payment subject to signing of the contract as follows:-

- 5.4.1 90% of the order value of along with Taxes, will be paid after delivery and completion of successful installation & operational, on submission of proof of delivery and the acceptance certificate duly signed by Bank's authorized official & satisfactory service report from the Bank where the systems have been installed after realizing penalty charges for late delivery & installation, if any.
- 5.4.2 The balance **10%** of order value will be paid <u>after 3 months</u> successful running of fire hydrant system at Zonal Office building as per Scope of work in Part IV.
- 5.4.3 The AMC amount to be paid towards facilities of AMC as mentioned below to be paid quarterly at the end of each quarter on pro-rata basis.

#### 5.5 Price Bids

The Price Bid must include all equipments, detectors, switch, pipe, gas cylinders with gas. The Price Bid also must include all applicable taxes such as Sales/Service/VAT / Waybill etc. The Octroi /Entry Tax will be paid extra, wherever applicable on submission of actual Tax receipt.

The Selected 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 validity period of the bid.

The Selected bidder shall keep the price valid for a period of at least 6 months from the date of TENDER response process submission closes. The Bank further 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 Selected bidder.

Prices quoted by the selected bidder shall be in **Indian Rupees only**, firm and not subject to any price escalation, if the order is placed within the validity period. Further, subsequent to the orders being placed/agreement executed, the selected bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies viz. Sales tax, excise duty, custom duty, etc.

# 5.6 Warranty & AMC

The Selected bidder shall provide warranty for all the equipment, which will be delivered & installed in sites. The period of warranty will be 2 (two) years from the date of successful commissioning of the fire hydrant system, Sprinkler system & Fire Alarm panel. This will include the old hydrant pipes which is in usable condition.

During the warranty period the Selected bidder should maintain the acceptance criteria and shall be responsible for all costs relating to service, maintenance (preventive and corrective), technical support and transport charges from and to the sites in connection with the maintenance of the solution or any components/parts there under, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified. The Selected bidder should inform the bank about the end of life of the product proposed.

The Selected bidder must also undertake to maintain (comprehensive AMC) all equipments unit supplied by then of after the expiry of the above warranty period, for a further period of **5** (five) years as per the rate quoted by the Selected bidder in their price bid and no additional costs will be paid during AMC period.

# 5.7 <u>Liquidity Damage</u>

Any delay in commissioning/shifting of the link beyond the mentioned time, Bank will charge penalty at 1 % of the order value per week or part thereof, subject to a maximum of 10%. The bank may at its discretion also waive or reduce the penalty if the reasons for delay are considered to be justified.

If Bidder fail to commission the link as per feasibility report 10% of the link cost will be deducted from payment of other link or from Performance Bank Guarantee.

#### 5.8 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.

#### 5.9 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.

#### 5.10 Acceptance Testing

The Bank will carry out the acceptance tests for testing of successfully commissioning of wet riser fire hydrant system, Sprinkler System & Fire Alarm System as per scope of work in Part IV. The Vendor shall assist the Bank in all acceptance

tests to be carried out by the Bank. The Bank at it's' discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests of the whole system in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete fire hydrant system apart from physical verification and testing of the system and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.

In case of any discrepancy, the Bank reserve the right to terminate the entire agreement in case the bidder does not rectify the issue/ problem of fire hydrant system.

#### 5.11 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 commissioning / implementation / testing beyond the specified period.
- Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- 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/purchase 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.

## 5.12 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 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
- Non-functioning of fire hydrant system.
- Negligence and misconduct of the Vendor, its employees, and agents
- Breach of any terms of TENDER, Representation or Warranty
- 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, or anticipated savings or
- (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 IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Selected bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of

it 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.

## 5.15 <u>Technological Advancements</u>

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 Guarantees

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management of the Installation, Commission and Maintenance of this fire hydrant system as defined under this document, are licensed and legal.

## 5.17 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 Chennai.

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 TENDER document shall be governed and construed in accordance with the laws of India. The courts of Chennai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this 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 / purchase 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.
- Serious discrepancy in completion of project.
- Serious discrepancy in maintenance of project.

In addition to the cancellation of purchase contract, 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 size, scope and quality.

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

Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Selected Bidder will be expected to continue the services. The Bank shall have the sole and absolute discretion to decide whether proper reverse transition mechanism over a period of 6 to 12 months, has been complied with. In the event of the conflict not being resolved, the conflict will be resolved through Arbitration.

#### 5.19 Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts 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 he Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

#### 5.20 Termination

The Bank shall be entitled to terminate the agreement with the Selected bidder at any time by giving thirty (30) days prior written notice to the Selected bidder.

The Bank shall be entitled to terminate the agreement at any time by giving notice if:

- The Selected bidder breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice.
- The Selected bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.

In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], UCO BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

#### 5.21 Effect of termination

The Selected bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables and maintenance.

Same terms (including payment terms) which were applicable during the term of the contract/purchase order should be applicable for reverse transition services.

The Selected bidder agrees that after completion of the Term or upon earlier termination of the assignment the Selected bidder shall, if required by the Bank, continue to provide maintenance services to the Bank at no less favorable terms than those contained in this scope document. In case the bank wants to continue with the Selected bidder's services after the completion of this contract/ purchase order then the Selected bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.

The Bank shall make such prorated payment for services rendered by the Selected bidder and accepted by the Bank at the sole discretion of the Bank in the event of clause of termination, provided that the Selected bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be applicable to Selected Bidder. There shall be no termination compensation payable to the Selected bidder.

Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the Selected bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision Selected Bidder hereof which is expressly intended to come into force or continue in force on or after such termination.

#### 5.22 Arbitration

All dispute or differences whatsoever arising between the Selected bidder and the Bank out of or in relation to the construction, meaning and operation, 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.

Work under the Contract shall be continued by the Selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due to payable by the Bank, to the Selected bidder shall be withheld on account of the

ongoing arbitration proceedings, if any unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration shall be at CHENNAI, INDIA.

## 5.23 Applicable law & Jurisdiction of court

The Contract with the Selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Chennai (with the exclusion of all other Courts).

## 5.24 Non-Assignment Clause

The selected L-1 bidder/ vendor will be responsible to execute the project under scope of work and will not out source the work or will not engage / assign any other vendor/ contractor/supplier to execute the required work.

Proforma of letter to be given by all the Bidders participating in the UCO Bank for Supply, Commissioning, and Maintenance of Fire Hydrant System, Sprinkler System & Fire Alarm System for UCO Bank, Zonal Office Building, 328, Thambu Chetty Street, Parry's Corner, Opp. Madras High Court, Chennai - 600 001 through Open Tender on their official letterheads.

To The DGM & Zonal Manager UCO Bank, Zonal Office Chennai - 01

Sir,

<u>Sub: Supply, Commissioning, and Maintenance of of Fire Hydrant System, Sprinkler System & Fire Alarm System for UCO Bank, Zonal Office Building, 328, Thambu Chetty Street, Parry's Corner, Opp. Madras High Court, Chennai - 600 001</u>

The soft-copies of the proposal submitted by us in response to the 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 hard-copies of aforesaid proposal required to be submitted by us, in all respects.

The price quote in the commercial template in Annexure I valid for a period of 1 year from the date of TENDER response process closes.

Yours faithfully,

Authorised Signatory
Designation
Bidder's corporate name

#### Annexure-B

- 1. Detailed Specification has been mentioned in the Scope of Work (Page 15)
- 2. Vendors are advised to measure the all hydrant pipes to be replaced during site visit & may raise query at Pre-Bid meeting.
- 3. Vendors are advised to take a note that the old & defunct equipments, rusted hydrant pipes and other allied defunct equipments which will be replaced by new fire pumps, MS pipes, should be dismantled by the selected L-1 vendor at his own responsibility & expenses.
- 4. Vendors should quote total buy back value with an item wise break up.
- 5. The participating Vendor should examine the BOQ & adhere with the Measurements.
- 6. Any discrepancy noticed by any vendor may raise it during Pre Bid meeting.

## <u>Check List</u> <u>Supply, Commissioning, and Maintenance of Fire Hydrant System at ZO Building, Chennai</u>

<u>SI</u>	<u>Particulars</u>	Compliance Status
<u>No.</u>		(Yes / No)
1.	Are Technical & Commercial bid submitted	
	under separate sealed envelopes?	
2	Is the Technical bid made in conformity with	
	as per prescribed Annexures ?	
3.	Is the Commercial bid made in conformity as	
	per prescribed Annexures ?	
4.	Whether copy of relevant documents	
	enclosed along with Tender document?	
5.	Whether site visit has been done?	
6.	Whether attended Pre-Bid meeting?	
	Whether raised any issue in Pre-bid meeting?	
	Whether the issue has been resolved?	
7.	Are all the pages numbered properly and	
	signed and stamped.	
8	EMD submitted?	
9.	Whether all Annexures have been submitted?	
10.	Whether Tender submitted properly?	
11.	Are document in support of all eligibility	
	criteria submitted?	
12.	Are your materials complied with Scope of	
	work in Part IV ?	

## PROFORMA FOR PERFORMANCE BANK GUARANTEE (To be stamped in accordance with the stamp act)

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD), Chennai-700001 (hereinafter called "Purchaser") having agreed to exempt M/s (Name of the Selected bidder Company) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the Selected bidder company) (hereinafter called "SELECTED BIDDER") from the demand, under the terms and conditions of Purchaser's Letter of Intent bearing no. ....dated ....... issued to the Vendor (hereinafter called "Purchase Order") in pursuance of Request For Proposal no. ------------as modified, of security deposit for the due fulfillment by the VENDOR of the Terms and conditions contained in the Purchase Order, on production of a Bank Guarantee for Rs.... (Rupees.... Only).

- 3. We undertake to pay to Purchaser any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.
- 5. We ...... [Indicate the name of bank ISSUING THE GUARANTEE] further agree with Purchaser that Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and

conditions of the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.
- i) Our liability under this Bank Guarantee shall not exceed Rs....(Rupees......) only.
- ii) This Bank Guarantee shall be valid upto ......and
- 8. Dated the ....... day of ...... [Indicate the name of Bank] NOTE:
- 1. Selected vendor should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.
- 2. Bank guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

# Annexure-D Price Bid Format

<u>(Tender for Supply, Installation, Commissioning & Maintenance of Fire Hydrant System, Sprinkler System & Fire Alarm System for UCO Bank, Zonal Office Building, 328, Thambu Chetty Street, Parry's Corner, Opp. Madras High Court, Chennai - 600 001. Under buy back of old & defunct equipments, rusted hydrant pipes etc.)</u>

## (A) Supply, Installation, Commissioning of Fire Hydrant System, Sprinkler System & Fire Alarm System

SI.	<u>Description</u>	Qty	<u>Unit</u>	<u>Rate</u>	Supply	Erection	Amo unt
I) Do	wn Commer System		'	1	'	1	
1	Internal Hydrants including landing valve stations hose ree	ls, etc.,	compris	sing the	e followi	ing :-	
а	63 mm dia. SS Single headed hydrant valve as per IS 5290 together with Cap and Chain	7	No.				
b	Hose Reel assembly with Swinging and rolling arrangement together with 19/20 mm dia. x 36 Mts. long hose and 6.25 mm nozzle, 19 mm NB Ball Valve at tap-off etc., as per IS 884.	7	Sets				
С	Fire RRL Hose of 15 Mtrs. length 65 mm dia. together with Stainless Steel end couplings.	14	Nos.				
d	Set of SS branch pipe and nozzle with ring, ISI marked	7	Nos.				
2	External stand post type Yard Hydrants comprising of the f	ollowin	g :-		•		
а	SS Single header Yard Hydrant Valve as per IS 5290 type A.	3	Nos.				
b	RRL Hoses of 15 Mtrs. length 65 mm dia. together with end SS Couplings.	6	Nos.				
С	SS Branch pipe with nozzles	3	Nos.				
d	FRP Hose cabinet of suitable size to accommodate two sets of the above hoses and one set of branch pipe and nozzle in each cabinet. The cabinet shall be with a glass fronted lockable door	3	Nos.				
3	Fire Brigade inlet Siamese connection (2 way) manifold in MS Box including Non Return Valve of size 100 mm dia. along with 2 Nos. 63 mm dia. instantaneous inlet arrangements to the main header with cap and chain etc.	2	Sets				
4	PUMPSETS						
а	Centrifugal End suction top discharge motor driven pumpset with Bronze impeller cast iron body rated 900LPM at 56 MWC suitable RPM with Motor complete with coupling and coupling guard with all accessories including etc.	1	Nos.				
i)	Starter for the main pumpset with , voltmeter, ammeter manual/auto mode switch, indicating lamps etc.	1	Nos.				
b	Centrifugal End suction top discharge diesel engine driven pumpset with Bronze impeller cast iron body rated 900LPM at 56 MWC suitable RPM with engine complete with coupling and coupling guard with all accessories including etc.	1	Nos.				
i)	Control panel for above said diesel engine pumpset with , voltmeter, ammeter manual/auto mode switch, indicating lamps etc.	1	Nos.				
С	Centrifugal End suction top discharge motor driven jockey pumpset with impeller cast iron body rated 180LPM at 70 MWC suitable RPM with Motor complete with coupling and coupling guard with all accessories	1	Nos.				

	including etc.						
i)	Control panel for above said jockey pumpset with ,	1	Nos.				
	voltmeter, ammeter manual/auto mode switch,						
	indicating lamps etc						
PIPE							
5	M.S Pipes for Pump room confirming to IS 1239 Pt - I me	_		-	-		
	desired shade of two or more coats enamel paint over a						
	clamps, "U" bolts, Heavy Grade C Class M.S fittings such a					-	_
	cutting, Welding, fixing in / on walls, ceiling by using suitab			as pe	r site rec	uirement	S.
<u>a</u>	100 NB	90	mts				
b	80 NB	18	mts				
С	50 NB	18	mts				
d	25 NB	18	mts				
VAL							
6	Supplying, Installing, testing and commissioning of CI but	-		per IS	(PN 16)	slim seal,	Hand
	Lever operate type with required flanges, nuts, bolts etc. c	omplet					
а	100 NB	6	Nos.				
b	80 NB	2	Nos.				
7	Supplying, installing, testing and commissioning of Dual required flanges, nuts, bolts and gaskets etc. complete.	plate	type C.	.I. Nor	ı-return	valves as	s with
а	80 NB	3	Nos.				
b	50 NB	2	Nos.				
8	Supply and Installation of C.I. Flange End "Y" Strainer wi	th requi	ired flar	nges, r	nuts, bol	ts and go	askets
	etc. complete						
а	100 NB	3	Nos.				
9	Supply and Installation of Threaded end Gunmetal Ball Va	lves					
а	25 NB	6	Nos.				
10	Dial type pressure gauge with 150 mm dial and a range of 0-10 Kg/sq.cm. Together with siphon and pet cock.	3	Nos.				
11	Pressure relief valve or Air release valve as detailed in the	1	Nos.				
''	drawings and to be installed at the top most point.		1103.				
12	Supply and Installation of Pressure Switches together with	3	Nos.				
	accessories.						
13	Power wiring together with earthing between the your	1	Lot				
	MCC to the booster pump motor panel-						
14	Control wiring between the field instruments like Pressure	1	Lot				
	Switches, other control Switches, etc., to the Fire Panel						
15	Providing and fixing of M.S supports structural work	3200	Kg				
	fabricated from standard sections e.g. M.S. rounds /						
	angles, channels, plates including cutting to size,						
	welding, drilling with concrete drilling bits and fixing dash fasteners in RCC structural members as directed by						
	Engineer-incharge including cutting and making good						
	the walls, ceilings and floors (for pipe supports, 'U'						
	clamps, etc.)						
II	SPRINKLER SYSTEM			l			
1	Supplying, Installing, testing and commissioning of CI b	utterfly	valves	as pei	BS 515	55 (PN 16	) slim
•	seal, Hand Lever operate type with required flanges, nuts,	-		-		,	,
а	80 mm Dia	2	Nos.				
b	100 mm Dia	1	Nos.				
2	Upright / Pendant Sprinklers 68 deg.C, 1/2" NPT	79	Nos.				
_	connection, K-80 (K-5.6)						
	SPRINKLER SYSTEM PIPES	1	1			1	ı
3	M.S Pipes for Sprinkler System confirming to IS 1239 Pt - I m	edium (	grade w	rith pa	inting of	the pipe	s with
	desired shade of two or more coats enamel paint over a		_	•	_	• •	
	clamps, "U" bolts, Heavy Grade C Class M.S fittings such as Reducers, Tees, elbows, flanges. Including						
	cutting, Welding, fixing in / on walls, ceiling by using suitab						

а	100 NB	6	Mts.		
b	80 NB	30	Mts.		
С	50 NB	46	Mts.		
d	25 NB	210	Mts.		
III	FIRE ALARM AND PA WITH TALK BACK SYSTEM				
1	3 in1unit, MCB with chain hammer,hooter and speaker	10	Nos.		
	cum talkback unit, MS housing.				
2	Conventional 10 Zone microprocessor based Fire alarm Panel. Selector Talk Back, Console and with CRCA Sheet housing and control desk as required. Console should have all call / call back facility complete with battery back-up and it should also work on AC Single phase power. Make: ASES make	1	Nos.		
3	6C x 1.5 Sq.mm FRLS Cu. conductor cables with accessories etc	600	Mts		
				TOTAL of SI. (A)	

B) Cost of Comp	rehensive AMC for 05 Years (after expiry of 02 y	years initial warranty):-
Rs	/- per year x 5 = Rs	/-
C) BUYBACK of c	old & defunct fire pumps, equipments, rusted h	ydrant pipes.:-
Rs	/-	
TOTAL COST OF	<u>OWNERSHIP</u> = SI. (A) + SI. (B) - SI. (C) = Rs	/- (Price Bid value)
In Words = Rupe	es	only

#### 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 commercial bid will be accepted. Bank has a right to reject such bid. The actual cost of Octroi, if applicable will be reimbursed as applicable.

#### Annexure-E

# 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, Chennai-700001 acting through its Chennai Zonal Office, represented by Addl. General Manager/ Chief 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		
(which term, unless ex successors and its assign	pressly indicated by the contra	Chief Executive Officer ct, shall be deemed to include its the bidder/seller and the second Services.
/partnership/registered in the matter and th Companies Act 1956.	d export agency, constituted in ne BUYER is a Public Sector U	e company/public company, accordance with the relevant law Indertaking and registered unde reinafter be individually referred to may require.
3. <u>Preamble</u>		
enter into contract /s /Seller is one among Source/Licensor who have realized and take laws of the land, rultransparency in its relation order to achieve the (IEM) in consultation with the source of the laws of the land, rultransparency in its relation of the laws of th	for supply / purchase / etc of gst several bidders /Proprietands indicated a desire to bid/suppers primary responsibility for valueles, regulations, economic used tions with its Bidder (s) and / or Seese goals, the Buyer will appoin with Central Vigilance Commis	nizational procedures intending to and the Bidde y Vendor /Customer Nominated oply in such tendering process. The est full compliance with all relevance of resources and of fairness peller(s). Independent External Monitor(session, who will monitor the tended ance with the principles mentioned

## 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 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.

#### 6. 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.

## 7. Previous Transgression

7.1 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.

7.2 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.

#### 8. 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 behavior) and a compliance program for the implementation of the code of conduct throughout the company.

#### 9. Sanctions for Violation

9. 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.

## 10. Compensation for Damages

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.

#### 11. 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.

#### 12. Law and Place of Jurisdiction

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

- 15.1 This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- 15.2 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.
- 15.3 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

- 16.1 Changes and supplements need to be made in writing. Side agreements have not been made.
- 16.2 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.
- 16.3 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.
- 16.4 Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.
- 16.5 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.
- 16.6 In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

16.7 The Parties here by sign this Integrity Pa (Seller/Bidder) andonon	
BUYER Signature: AGM/ Chief Manager UCO Bank , Chennai Zone	BIDDER * /SELLER* Signature: Authorized Signatory (*)
Place: Date:	Place: Date:
Witness 1:	Witness 2:
(Name & Address)	(Name & Address)

#### Annexure-F

# Letter of Undertaking & Indemnity (To be executed on non-judicial stamp paper of requisite value)

То
UCO Bank
Zonal Office, Chennai

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,Chennai-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, at Chennai, we,, a Company
incorporated under the Companies Act, 1956 having its registered office at -
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 required under the applicable laws, regulations, guidelines, notifications, orders framed or issued by any appropriate authorities.
- 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, thisday of2025
	(Signature of the Authorized Signatory along with the seal of the Company)
	(Signature of the Authorized Signatory of Bank)

#### Annexure-G

## Service Level Agreement (SLA) with Selected Vendor

## 1. Objective of Service Level Agreement

The objective of Service level agreement (SLA) is to avoid disputes between the customer (here UCO Bank, Zonal Office, Chennai) and the service provider i.e., selected vendor ......

#### 2. Agreement

#### 2.1-Scope of Work

The scope of work of the bidder covers for Supply, fabrication/ manufacture, assembly, inspection, transportation of equipments to site, site handling, painting, Commissioning (along with electrical fire panels attached with fire pumps, necessary wiring by good quality copper wire) of Fire Hydrant System, Sprinkler System & Fire Alarm System and Maintenance of these systems at UCO Bank, Zonal Office Building, Chennai, 328, Thambu Chetty Street, Opp. Parry's Corner, Chennai-01. (including removal/replacement of old & defunct equipments, rusted & non-usable hydrant pipes etc which are not usable under buy back.) At the time of site visit participating vendor should measure the length & should be guided by BOQ attached herewith. All equipments will be in conformity with BIS & the system should adhere with Tamil Nadu Fire Service Act-1985 & National Building Code in force.

### 2.2. Price

The Price Bid must include all equipments, detectors, switch, pipe, gas cylinders with gas. The Price Bid also must include all applicable taxes such as Sales/Service/VAT / Waybill etc. The Octroi /Entry Tax will be paid extra, wherever applicable on submission of actual Tax receipt.

The Selected 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 validity period of the bid.

The Selected bidder shall keep the price valid for a period of at least 6 months from the date of TENDER response process submission closes. The Bank further 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 Selected bidder.

Prices quoted by the selected bidder shall be in **Indian Rupees only**, firm and not subject to any price escalation, if the order is placed within the validity period. Further, subsequent to the orders being placed/agreement executed, the selected bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies viz. Sales tax, excise duty, custom duty, etc.

#### 2.3. Payment Terms

Bank will make the payment subject to signing of the contract as follows:

- a) 90% of the order value of along with Taxes, will be paid after delivery and completion of successful installation & operational, on submission of proof of delivery and the acceptance certificate duly signed by Bank's authorized official & satisfactory service report from the Bank where the systems have been installed after realizing penalty charges for late delivery & installation, if any.
- b) The balance 10% of order value will be paid <u>after 3 months</u> successful running of fire hydrant system at Chennai Zonal Office building as per Scope of work in Part IV.
- c) The AMC amount to be paid towards facilities of AMC as mentioned below to be paid quarterly at the end of each quarter on pro-rata basis.

#### 2.4 Warranty & AMC

The Selected bidder shall provide warranty for all the equipment, which will be delivered & installed in sites. The period of warranty will be 2 (two) years from the date of successful commissioning of the fire hydrant system, Sprinkler system & Fire Alarm system. This will include the old hydrant pipes which is in usable condition.

During the warranty period the Selected bidder should maintain the acceptance criteria and shall be responsible for all costs relating to service, maintenance (preventive and corrective), technical support and transport charges from and to the sites in connection with the maintenance of the solution or any components/parts there under, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified. The Selected bidder should inform the bank about the end of life of the product proposed.

The Selected bidder must also undertake to maintain (comprehensive AMC) all equipments unit supplied by then of after the expiry of the above warranty period, for a further period of **5** (five) years as per the rate quoted by the Selected bidder in their price bid and no additional costs will be paid during AMC period.

#### 2.5 Performance Bank Guarantee

The selected bidder, within 15 days from the date of purchase order will have to furnish a Performance Bank Guarantee, format as Annexure A, issued by any scheduled commercial bank equal to 10% of the order value valid for seven years (2+5) from the date of purchase order. <u>Upon furnishing the Performance Bank</u> 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. This is independent of the LD on Delivery and installation.

## 2.6 Installation and commissioning

Deliveries of the equipment, installation and operationalisation of complete solution should be made within 16 weeks from the date of purchase order.

If however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered while calculation of delay period.

The installation will be deemed to complete when all the equipments as per Scope of Work, has been supplied, installed and made operationalise as per the technical specifications and satisfactory acceptance given by the Bank. The Bidder has to resolve any problems during successful installation and operationalisation.

All the equipment supplied by the Bidder shall be legal and Bidder shall give indemnity to that effect.

Any license, if required, need to be provided by the successful bidder. The successful bidder is solely responsible for any legal obligation related to licenses during warranty period of two years for solution proposed as implemented by the bidder.

The equipment are considered accepted (Commissioned and Operationalised) after signing the Acceptance Test (ATP) document jointly by the representative from the Bank and engineer from the successful bidder. The component level checking for individual item may be included during the acceptance test.

The successful bidder is required to transport the Goods to the specified place as per Annexure I, defined as the Project Site, transport to such place shall be arranged by the bidder, and the related costs shall be included in the quoted Price. Cost for obtaining necessary road permits and other related permits will be the responsibility of selected bidder.

#### 2.7 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.

#### 2.8 Acceptance Testing

The Bank will carry out the acceptance tests for testing of successfully commissioning of wet riser fire hydrant system as per scope of work in Part IV. The Vendor shall assist the Bank in all acceptance tests to be carried out by the Bank. The Bank at it's' discretion may modify, add or amend the acceptance tests which then will have to be included by the vendor. The Vendor shall arrange for the tests at the relevant hydrant system in the presence of the officials of the Bank. The Vendor should ensure that the tests will involve trouble-free operation of the complete fire hydrant system apart from physical verification and testing of the system and that there shall not be any additional charges payable by the Bank for carrying out this acceptance test.

In case of any discrepancy, the Bank reserve the right to terminate the entire agreement in case the bidder does not rectify the issue/ problem of fire hydrant system.

### 2.9 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 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
- Non-functioning of fire hydrant system.
- Negligence and misconduct of the Vendor, its employees, and agents
- Breach of any terms of TENDER, Representation or Warranty
- 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, or anticipated savings or
- (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.

## 2.10 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.

## 2.11 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 IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Selected bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it 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.

#### 2.12 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 commissioning / implementation / testing beyond the specified period.
- Serious discrepancy in the quality of service expected during the implementation, roll-out and subsequent maintenance process.
- 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/purchase 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 canceled in case sum total of penalties and deliveries equal to exceed 10% of the TCO.

#### 2.13 —Guarantees

Selected bidder should guarantee that all the material as deemed suitable for the delivery and management of the Installation, Commission and Maintenance of this fire hydrant system as defined under this document, are licensed and legal.

## 2.14- 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 Chennai.

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 TENDER document shall be governed and construed in accordance with the laws of India. The courts of Chennai alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this 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.

#### 2.15-Termination

The Bank shall be entitled to terminate the agreement with the Selected bidder at any time by giving thirty (30) days prior written notice to the Selected bidder.

The Bank shall be entitled to terminate the agreement at any time by giving notice if:

- The Selected bidder breaches its obligations under the scope document or the subsequent agreement and if the breach is not cured within 30 days from the date of notice.
- The Selected bidder (i) has a winding up order made against it; or (ii) has a receiver appointed over all or substantial assets; or (iii) is or becomes unable to pay its debts as they become due; or (iv) enters into any arrangement or composition with or for the benefit of its creditors; or (v) passes a resolution for its voluntary winding up or dissolution or if it is dissolved. The Selected bidder shall have right to terminate only in the event of winding up of the Bank.

In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], UCO BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the selected Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

#### 2.16- Effect of termination

The Selected bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the Selected bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables and maintenance.

Same terms (including payment terms) which were applicable during the term of the contract/purchase order should be applicable for reverse transition services.

The Selected bidder agrees that after completion of the Term or upon earlier termination of the assignment the Selected bidder shall, if required by the Bank, continue to provide maintenance services to the Bank at no less favorable terms than those contained in this scope document. In case the bank wants to continue with the Selected bidder's services after the completion of this contract/ purchase

order then the Selected bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.

The Bank shall make such prorated payment for services rendered by the Selected bidder and accepted by the Bank at the sole discretion of the Bank in the event of clause of termination, provided that the Selected bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be applicable to Selected Bidder. There shall be no termination compensation payable to the Selected bidder.

Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the Selected bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision Selected Bidder hereof which is expressly intended to come into force or continue in force on or after such termination.

#### 2.17- Arbitration

All dispute or differences whatsoever arising between the Selected bidder and the Bank out of or in relation to the construction, meaning and operation, 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.

Work under the Contract shall be continued by the Selected bidder during the arbitration proceedings unless otherwise directed in writing by the Bank unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained and save as those which are otherwise explicitly provided in the Contract, no payment due to payable by the Bank, to the Selected bidder shall be withheld on account of the ongoing arbitration proceedings, if any unless it is the subject matter or one of the subject matters thereof. The venue of the arbitration shall be at Chennai.

## 2.19 Non-Assignment Clause

The selected L-1 bidder/ vendor will be responsible to execute the project under scope of work and will not out source the work or will not engage / assign any other vendor/ contractor/supplier to execute the required work.

#### 2.20 - Applicable law & Jurisdiction of court

The Contract with the Selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Chennai (with the exclusion of all other Courts).