

प्रधान कार्यालय कोलकाता/ Head Office Kolkata  
CENTRAL SECURITY DEPARTMENT

UCO Bank, Central Security Department, Head Office, Kolkata, on behalf of all member banks, invites application for hiring (06) Six Pool Car (Commercial vehicle) for police patrolling by Anti Dacoity-Squad of Kolkata Police, from Transport Agencies for hiring Sedan/ hatchback having good fuel efficiency vehicles with statutory State Permits/ License for use within Kolkata on monthly hiring basis. Proprietorship firms/ partnership Firms/ Companies engaged in similar activities and fulfilling eligibility criteria may download prescribed application form and other details from Bank's websites [www.ucobank.com](http://www.ucobank.com) or GEM under hiring of Car pool for police patrolling link from 05.02.2025 to 01.03.2025.

**Last date of submission of application** : 01.03.2025 before 4.00 PM  
**Date & time of Prebid meeting** : 12.02.2025 at 3.00 pm

The Bank reserves the right to accept or reject any or all the applications without assigning any reason thereof and no correspondence will be entertained in this regard.

**Deputy General Manager &  
Chief Security Officer**

## TENDER INVITATION

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and transfer of Undertakings) Act, 1970, having its Head Office at 10 B.T.M Sarani, Kolkata-70001, India, hereunder called "the Bank" is one of the leading public sector Banks in India having more than 3000 branches spread all over the country. It desires to hire hatchback/ Sedan models of fuel-efficient vehicles from reputed Transport Agencies with required State Permits/Licenses for use within Kolkata on monthly as well as Km/hour/day basis. The contract shall be valid for a period of 3 years and can be extended for further period as may be decided by the bank.

### 1. Tender Fee

The cost of the tender document is Rs. 1000/- (Rupees one thousand only) in the form of DD in favor of **UCO BANK**.

The tender documents can be downloaded from Bank's website [www.ucobank.com](http://www.ucobank.com) or GEM under "Hiring of Car pool for police patrolling".

### 2. Earnest Money

**Earnest Money Deposit:** Bidders are required to furnish earnest money deposit (EMD) in the form of Demand Draft only, issued by UCO Bank or any scheduled/ Commercial Bank, for Rs.25,000/- (Rupees Twenty Five Thousand only) along with the technical bid drawn in favor of "UCO BANK".

The EMD is payable by all categories of Bidders and no exemption from earnest money deposit is permissible. Earnest Money Deposit (EMD) in the form of cheque or cash is not acceptable. Bids without earnest money deposit shall be treated as invalid. Bids with defective financial instruments shall also be treated as invalid. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process without any interest thereon. The EMD of successful bidder(s) will be returned to them on submission of Performance Bank Guarantee (s) either at the time of or before the execution of Agreement.

In the case of successful Bidders earnest money deposit amount will be forfeited by the Bank if:

- i) After submission of the tender, the Bidders fails or refuses to comply with any/all of the terms and conditions of the tender;
- ii) The Bidders withdraws the offer during the validity period.
- iii) In case of the successful bidder, if the bidder fails:
  - To sign the contract in the form and manner to the satisfaction of UCO BANK
  - To furnish performance Bank Guarantee in the form and manner to the satisfaction of UCO BANK either at the time of or before the execution of Service Level Agreement (SLA).

### Tender Schedule

**Date & Time of Pre-Bid Meeting** : 12.02.2025 at 15.00 hrs

**Last date for submission of the Tender Documents** : 01.03.2025 at 16-00 hrs

(Any change in the above dates will be intimated in advance.)

- Pre bid meeting will be held at Central security Department, Ground Floor Head Office UCO



Bank, 10 BTM Sarani Kolkata

a. Bidders are advised to read and understand the complete scope / value and volume of the work involved before submitting their bids. No Clarifications shall be entertained after submitting the bids.

b. Bidders are advised in their own interest to study the terms and conditions of the tender carefully and only then submit bids accordingly. Any tender/quotation received against this tender and resulting from this tender shall be governed by the terms and conditions indicated in the tender document and the Bidders quoting against this tender shall be deemed to have read, understood and accepted the same.

**c. Rejection of the Bid**

The Bid is liable to be rejected if:

- The document doesn't bear signature of authorized person on all pages
- It is received through Telegram/Fax/E-mail.
- It is received after expiry of the due date and time stipulated for Bid submission.
- The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP).

**d. 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 bidders, Bank shall be entitled to forfeit the EMD

**e. Price and Validity**

i) The Rates must be quoted as detailed in **Annexure-II** covering the entire activity as per the scope of the contract/work. Rates shall be inclusive of all driver charges, fuel cost, insurance costs etc., as applicable. However, GST shall be paid additionally after receipt of valid GST Registration from the contractor and proof of payment of GST whenever the same have been paid and claimed.

ii) Rates agreed upon shall remain same throughout the period of contract.

f. The discount, if any, should be straight and simple. No, conditional discount will be given weightage for comparison purpose. However, the Bank may avail it to its benefit.

g. Offer quoted should be valid for a period of SIX MONTHS from the date of opening of Technical Bid.

h. i) The contract and terms of contract shall be valid for a period of three (3) years.

ii) After expiry of the above prescribed period of 3 years the Bank reserves the right to extend the period on the same terms and conditions, if it so desires, at its discretion subject to consent of bidder.

i. The vehicles having commercial registration only will be hired.

**3. ELIGIBILITY CONDITIONS**

a. The Bidder should be well established transport operator- in operation for at least last 03 years (Proof to be enclosed like copy of Commercial Route permit/trade license etc)



- b. The Bidder must have a valid PAN / TIN and GST Registration number
- c. Financial turnover of Rs.50 lacs per annum (Income tax return for the previous two years to be enclosed)
- d. All the motor vehicles to be hired by the Bank should be registered and licensed in the name of the Bidder only, a copy of which will be required to be submitted to the Bank.
- e. Bidder must have been awarded and successfully executed minimum one contract from a Government Office / Department / Central or State PSU or a reputed organization during the last three years (Proof to be enclosed).

#### **4. Requirements of the Vehicles on Monthly hiring basis**

- (a) The vehicles provided shall not be more than 03 years old. The total number of cars of different types required by the Bank may vary from time to time. The cars must be available at the Bank's discretion within contract Period. It shall be entire discretion of the Bank to engage 6 numbers of vehicles from Bidder. Monthly requirement of the vehicles will be offered to L1 Bidder. The Bidder shall provide / quote the rates for the vehicles of the types mentioned in the Price Bid. The colour of the vehicles shall be either Off-white or Shell white.

##### Start of Duty

The Place of reporting for start of duty will be at Anti-Dacoity Squad, Kolkata Police Headquarters, Lalbazar. Place of Reporting and completion of duty for monthly cars for the purpose of calculation of mileage run shall be the place of start of duty. It may be changed from time to time and due intimation will be given whenever a change is decided by the Bank.

- (b) The vehicles along with driver should be available to the Anti-Dacoity Squad on all days during the period of contract.
- (c) The vehicles will be on duty only on Bank working day, between 0900 hrs to 1700 hrs (the vehicle will report to Anti-Dacoity Squad, Kolkata Police Headquarters, Lalbazar by 0900hrs to undertake the days duty).
- (d) Minimum run – The bank shall guarantee a minimum run of 2000 KMs per month as duty for which monthly agreed rate(s) shall be paid.
- (e) Calculation of the Kilometers used and hours of utilization will be reckoned only after the vehicle has reported at Lalbazar. The Bank will pay to the Bidder for the distance covered and the time taken for the vehicle to reach Lalbazar from his garage and vice versa taking into consideration of Garage in and Garage out time maximum for 7 (seven) KM each way.
- (f) No change of vehicle / driver will be allowed without the prior permission of the Bank. Contract shall be awarded for specific type of vehicle/s to be deployed with the Bank as per tender
- (g) The Bidder and the drivers shall have mobile phones to enable the Bank to contact them at any time and place. The motor vehicles hired on monthly basis are required to report for duty at their designated reporting places at the time intimated by the Anti-Dacoity Squad, Lalbazar.
- (h) The bills submitted for monthly reimbursement to the bank will be attached with log book record duly signed by representative of anti-dacoity squad and site visit report duly signed by bank officials.



### Types of Vehicles required :

- a) All the vehicles should be fitted with GPS tracking systems with sharing of the software with UCO bank, to enable the Bank to track the same centrally.
- b) All vehicles should have Air-Conditioned (AC) and Heating System.
- c) Comfort Category of the Vehicles – **03 – Sedan class vehicles & 03 – Hatchback vehicles** having good engine and body condition.

### 5. INDEMNITY & LIABILITY

- (a) The Bidder agrees to indemnify the police officials and Bank against all losses or claims in respect of any or all statutory / financial obligations arising out of any negligence or misconduct on the part of the driver howsoever and in whatsoever manner caused to them. The Bank will not enter into any litigation whatsoever under any circumstances in respect of afore-stated statutory / financial obligations. Any litigation if so warranted /compelled will be conducted and pursued by the Bank at the cost of the Bidder only. The Bidder will sign the Indemnity Bond as per Bank's format attached as Appendix-IV.
- (b) The Bank shall be liable only for paying hiring charges. The Bidder shall be responsible and answerable for all claims from third parties including the employees of the Kolkata Police in the event of any accident or injury, death, loss or damage leading to / involving any liability caused by the Bidder or its driver/s or employees. If during the contract period, any loss or damage to property or life, death due to accident etc., is caused either to the passenger, driver or any other third party, the Bank shall not be responsible for the same.
- (c) In case the staff / drivers of the Bidder suffer/s any injuries / damages or meet with an accident, while driving the vehicle or otherwise, the entire cost of compensation should be borne by the Bidder.
- (d) The vehicles must be covered with comprehensive insurance policy against every conceivable liability, Road taxes, State permits / licenses etc, and the Bidder must comply with all the statutory obligations in respect of the driver and the vehicle more specifically those contained in the Motor Vehicles Act from time to time and at all times. Proof of such compliance will have to be furnished to the Bank at half yearly intervals.
- (e) The Bidder shall comply with the Rules / regulations under Motor vehicle act and also prescribed by the Transport Authority for running the vehicles in addition to the respective State Authority / ies where the Vehicle/s is / are used by the officials of Anit-Dacoity Squad, Kolkata Police.
- (f) The Bidder should be able to replace the vehicles that are not roadworthy or not having, valid documents.
- (g) Periodical maintenance of the vehicles shall be done by the Bidder at its own cost and expenses. During the period of maintenance, the Bidder shall provide suitable standby vehicle of same make and model, which again shall be in good condition and road worthy and safe in all respects.
- (h) The vehicle shall always carry mandatory spares viz., tool kit, fuses, tyre, spark plugs, fan belts & First Aid Box, etc.
- (i) All claims and incidental expenses towards repairs, servicing the vehicle etc. shall be borne by the Bidder.



(j) The Bidder shall be responsible for all legal compliances prescribed by Government of India and the State Government which shall among others include law relating to Income Tax, Accidents, ESI, PF, Contract Labour (Abolition & Regulation) Act etc. The Bidder along with the Motor vehicle Insurance Premium etc shall submit proof of payment of statutory dues. Any breach of the applicable laws, rules and regulations would entitle the Bank to cancel the contract.

(k) Payment to the Bidder will be based upon the logbook maintained by the driver. It is, therefore, necessary that the logbook is / be signed by the user using the vehicle on a daily basis. The logbook will also contain complaints and poor services noticed by the user. In case of deficiency of services / complaints, the Bank may impose suitable costs / damages to be deducted from the monthly bill of the Bidder. The decision of UCO bank, Head office, Central Security Department will be final and binding on the Bidder.

(l) The security deposit of the successful Bidder shall remain deposited with the Bank during the period of contract which can be forfeited in case Bidder violates the terms and conditions of tender during this period.

## **6. PENALTIES:**

While all contractual obligations will be strictly be observed and enforced, deductions will however be made for poor or unsatisfactory services, such as;

(a) In case of vehicles older than the model specified or not as per specification mentioned in the tender, penalty at the rate of one days vehicle rent will be levied per day.

(b) In case the meter is found faulty/tempered on check, penalty of Rs. 5000/- shall be levied and the vehicle shall be replaced by another vehicle. The vehicle of which meter was found faulty shall not be taken back on duty.

(c) Late reporting for duty beyond 30 minutes will be fined of Rs.1000/-. In case, no alternate vehicle is arranged within half-hour, the cost incurred for using Taxi for the service will be borne by the contractor/ Bidder.

(d) Where a vehicle has not been provided for the whole day despite requisition thereof, a penalty at the rate of a day's vehicle rent shall be levied along with reimbursement cost of hiring a replacement vehicle.

(e) The Bank reserves the right of imposing the above penalties and the amount of such penalties shall be deducted from the monthly bills of the Bidder or the earnest money deposit kept with the Bank as the case may be.

(f) Wherever the Bidder or his driver / employee/s, after the award of the contract, is / are found indulging in fraudulent acts and dishonest practices like fake duty slips, overwriting to increase the kilometers and hours and similar kind of wrong practices by the Bidder /driver, the contract shall be liable to be cancelled by the Bank with immediate effect and performance guarantee may also be invoke if required.

## **7. Order Cancellation (Termination)**

UCO BANK reserves the right to cancel the work order or terminate the Agreement by giving 30(thirty) days' prior notice in writing and recover damages, costs and expenses etc., incurred by Bank under the following circumstances: -

- The selected bidder commits a breach of any of the terms and conditions of this RFP or the Agreement executed between the Bank and the selected Bidder.
- The selected bidder goes into liquidation, voluntarily or otherwise.



- The selected bidder violates the Laws, Rules, Regulations, Bye-Laws, Guidelines, Notifications etc.
- An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- The selected bidder fails to complete the assignment as per the work order and terms and condition of agreement.
- **Deductions on account of liquidated damages exceed more than 10% of the total work order.**
- In case the selected bidder fails to provide the car as stipulated in the work order, UCO BANK reserves the right to procure the same or similar resources from alternate sources at the risk, cost and responsibility of the selected bidder.
- After award of the contract, if the selected bidder does not perform satisfactorily execution of the contract, UCO BANK reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which UCO BANK may have to incur in executing the balance contract. This clause is applicable, if the contract is cancelled for any reason, whatsoever.
- UCO BANK reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the adjustment of pending bills and/or invoking the Performance Bank Guarantee under this contract.
- The rights of the Bank enumerated above are in addition to the rights/remedies available to the Bank under the Law(s) for the time being in force.

## **8. Consequences of termination**

- a. In the event of termination of the Contract due to any reason, whatsoever, [whether consequent to the expiry of 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 Vendor shall be obliged to comply with and take all steps to minimize loss resulting from the 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.
- b. Nothing herein shall restrict the right of UCO BANK to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Letter of Indemnity and pursue such other rights and/or remedies that may be available to UCO BANK under law or otherwise.
- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

## **9. Force Majeure**

- a. Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or UCO BANK as the case may be which they could not foresee or with a reasonable amount of diligence could not have been foreseen and which substantially affect the performance of the contract, such as:
- b. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
- c. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- d. Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The bidder or UCO 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. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding the above, provisions relating to indemnity, confidentiality, survive



termination of the contract shall remain same.

#### 10. Confidentiality

- a. The bidder/selected bidder must undertake that they shall hold in trust any Information received by them under the Contract/Service Level Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder has also to agree:
- b. To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by BANK;
- c. To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;
- d. To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause, and
- e. To treat all Information as Confidential Information.

11. **Conflict of interest:** The Vendor shall disclose to BANK in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

12. The successful Bidder is required to execute a **Non-Disclosure Agreement** to the bank as per bank's format before or at the time of execution of the Master Contract.

#### 13. Dispute resolution mechanism:

- a. The Bidder and the Bank shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
- b. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- c. The matter will be referred for negotiation between Vertical Head (GAD) of UCO BANK and the Authorized Official of the selected Bidder. The matter shall then be resolved between them and the agreed course of action shall be documented within a further period of 15 days.
- d. In case the dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved by arbitration and such dispute/difference shall be submitted by either party for arbitration within 15 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- e. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 30 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- f. The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with or arising out of the Contract/Service Level Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- g. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties, rather shall continue to render the Service/s in accordance with the provisions of the Contract/ Service Level Agreement notwithstanding the



existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

#### **14. CIRCUMSTANCES IN WHICH ACCEPTED RATES CAN BE ENHANCED IN CASE OF VEHICLES HIRED ON DAILY /MONTHLY BASIS.**

(a) During the first year of the contract period, no enhancement would be allowed on account of any reason, whatsoever, including increase in the fuel prices during this period.

(b) However, in the second year of contract period, if the fuel prices increase by more than 10%, (taking fuel prices prevailing as on the date of signing of the Agreement as the base, and the fuel rates prevailing as on last day of the completion of one year from the date of signing of the Agreement), accepted rates for the second/third year would be enhanced as per following table.

For fuel charges increase, percentage enhancement which can be allowed in agreed rates.

Up to 10%	No enhancement
Beyond 10%	i) 1/3rd of percentage by which fuel charge increased e.g. if fuel charges during the 1st year have increased by 40%, the agreed rates would be enhanced by 10%. ii) if fuel charge have increased by 70%, agreed rates would be increased by 20% .

(c) Similar principle would be adopted for considering enhancement of the accepted rates during the extended period on year to year basis.

(d) Subject to above, the extension beyond initial three years contract period, if agreed, would be on the same rates and terms and condition. However, during the extension period, the Bank may ask the operator to replace vehicle with latest models to conform to the conditions mentioned in this tender.

#### **15. OTHER TERMS AND CONDITIONS**

1) The Bank, shall review the performance of the Bidder on a monthly basis. Where the performance is not satisfactory or where vehicles in the contract were not provided during any month as evident from the logbook or where Vehicles, agreed to be brought / maintained by the Bidder as per requirement under the contract, are not provided, or where the Bidder or his driver / s indulged in fraudulent activities then without prejudice to the Bank's other rights, powers and remedies under this contract, appropriate deductions will be made as per the assessment made by the Bank and the same shall be binding and final and no further representation will be entertained by the Bank.

**2) Performance Bank Guarantee:** The selected Bidder will have to submit performance guarantee before or at the time of execution of agreement, for due compliance of the assignment in a scheduled period. This will be in the form of Bank Guarantee which should be equal to cost of hiring of the six cars per month, from a Scheduled Commercial Bank other than UCO Bank, valid for period of 39 months (36 months validity period + 3 months Claim Period) and to be submitted on or before execution of Agreement with Bank's Head Office. The said B.G. will be in valid for three years for performance, although agreement will be renewed every year.

3) The attached vehicles may be withdrawn by the Bidder for maximum two days in a particular month for carrying out maintenance and servicing etc. but only on replacement of the same by a substitute vehicle and with prior intimation to the bank and the Anti-Dacoity



Squad of Kolkata Police.

- 4) The Bank reserves the right to change the specifications / requirements at any stage before concluding the Tender but after giving due intimation to the Bidder.
- 5) The Bank reserves the right to terminate the contract by giving 30 days notice and without assigning any reason whatsoever.
- 6) Bids should be complete in all respects and incomplete bids will be summarily rejected. The Bank will not entertain any correspondence in this regard.
- 7) In case the date of opening of the tenders happens to be a holiday, then, the tender will be opened on the next working day at the same time and place.
- 8) Canvassing in any form entails disqualification from further consideration. The Bidder has to submit the Pre-Contract Integrity Pact as per Bank's format attached as Appendix-III.
- 9) Any Bidder found influencing or intimidating other Bidder / Tender process is and will be liable to / for disqualification.
- 10) The Bank's decision in respect of any dispute arising out of the hiring of vehicle services shall be final and binding on the Bidder or his driver/s.
- 11) The Bidder shall procure and arrange at his expense all necessary permits, certificates and licenses required under any or all applicable laws, regulations, ordinances and other rules in effect at the place where any service/s is / are to be performed, and the Bidder further agrees to hold and keep the Bank indemnified from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.
- 12) An agreement as per Bank's format will be signed by both the parties, on or before the date of issue of the work order. The contract shall be governed, interpreted and enforced in accordance with law of India and Courts at Kolkata shall alone have exclusive jurisdiction.
- 13) **Publicity:** Any publicity by the bidder in which the name of UCO Bank is to be used should be done only with the explicit written permission of UCO Bank. The Vendor shall not make or allow making a public announcement or media release about any aspect of the Contract unless UCO BANK first gives the Vendor its prior written consent.
- 14) The Bidder shall not at any time sub-contract or assign in whole or in part its obligations, liabilities, privileges, benefits and rights in or under this contract for any purpose and to any intent in favour of any third party without prior consent of the Bank.
- 15) **Non-Transferable Offer:** This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.
- 16) **Cancellation of tender process:** Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason and without any cost or compensation therefor.
- 17) The Bank reserves the right to hire motor vehicles from various bidders. The Bidders should understand and be clear that the approval of their tender or bid for engagement of their vehicles for Kolkata Police use or inclusion of their name in the approved panel does not amount to an appointment or right for an appointment to be made as such in the Bank and the Bank is fully free and is entirely at liberty to choose any vehicle of any make or model from



any one or all the successful Bidder /s of Bank's choice at the Bank's sole discretion and no Bidder shall have any right to claim that he / it alone should be entrusted or engaged with Bank's requirement of vehicles of any category.

18) Vehicles hired on monthly basis and the payments to the successful Bidder/s shall be made by the Bank only in monthly intervals on production of the logbook/trip sheets /duty registers etc duly signed by the officer who hired or used the vehicle. No advance payment shall be made under any circumstances. The Drivers shall demand no such amounts from the users towards fuel or repair charges, toll tax, etc during the journey. The Bills / claims shall be made strictly as per the rates quoted in the Price Bid.

19) The drivers engaged shall be fully trained and adequately experienced drivers. They should be medically fit in all respects. They should be free from infectious diseases.

20) The successful Bidder /s should ensure that the drivers observe cleanliness and wear clean and neat and proper uniform with their names printed on plastic cards/badges.

21) The drivers should be of proven integrity, courteous, polite and prompt while rendering the services. They should be free from road rage.

22) The Bidder shall always ensure that the hours of work and other service conditions of employment of his / its drivers are in accordance with all applicable laws and rules including Contract Labour (Abolition & Regulation) Act 1970. All liabilities and penalties arising out of violation of any of the laws, rules and regulations shall only be borne by the Bidder /s.

23) The Bidder /s and his driver/s shall always keep and maintain the information that may come to their knowledge or information about the officials, or the conversations, documents, addresses, places of visits etc strictly in confidence and confidential and they are duty bound not to disclose such information to any person or persons with out the prior permission in writing from the concerned officer and the Bank.

24) The Bidder shall ensure that only qualified, experienced drivers possessing valid driving licenses are deputed to or be on duty, who undertakes full responsibility of safety and security of travelling staff, by ensuring safe driving. All drivers reporting for duty must have their police verification and necessary License, certified copies of which should be submitted to Central Security Department, UCO Bank Head Office, Kolkata & One copy to Anti-Dacoity Squad, Kolkata Police Headquarters, Lalbazar.

25) The Bidder should be able to replace the drivers who are found absent from duty, or found indulging in misbehavior, missing trips/ outstation visits, misusing the log sheets, refusing to do duty, etc.

26) The Bidder shall depute drivers in uniform white shirt / Pant / Navy Blue Pullover / Cap at his cost.

27) The Bidder shall engage drivers who have required awareness about Kolkata City and the vicinities around.

28) Driver shall report for their duty to Anti Dacoity-Squad, Kolkata Police as per the schedule.

29) The Bank reserves the right to reject or accept or cancel partly or in full any or all tenders without assigning any reason whatsoever. The decision of the Bank in this regard is final and binding on the Bidders.



- 30) In case of Local duties Night Charges (on agreed rates) will be payable to the Drivers, if the vehicle used after 11 PM. The payment of such amount shall be the responsibility of the tenderer/transporter.
- 31) The Bank and the bidder (s)/successful bidder(s) and/or its representative undertakes to take all measures to prevent corrupt practices, frauds and to comply with the CVC guideline scrupulously and refrain from committing any offence which constitute corruption under the IPC/PC Act.
- 32) The Bank and the bidder (s) )/successful bidder(s) and/or its representative undertakes to refrain from any demand/ offer/ promise, pass on or accept any material or immaterial benefit or share any confidential/ additional information to obtain advantage pertaining to the process of tender including any undisclosed agreement or understanding.
- 33) **Integrity:** A Pre-Contract Integrity Pact as per Bank's format(as per Annexure-III) on Non-judicial Stamp Paper act of respective state of appropriate value will be entered with UCO Bank, Head Office, Kolkata
- 34) **Non-Blacklisting Declaration-** All bidders need to submit duly notarized declaration stating clearly that the vendor has not been blacklisted/ disqualified by any organization for any act of omission or commission in the last 5 years.
- 35) Bidder needs to submit Integrity pact, Tender Fee, EMD, and Non Blacklisting declaration in physical at Central security Department, Ground Floor Head Office UCO Bank, 10 BTM Sarani Kolkata on or before 01.03.2025. All documents must be uploaded in GEM Portal.
- 36) The details of Independent External Monitor (IEM) appointed by UCO Bank who will review independently and objectively whether and to what extent parties have complied with their obligation under the Integrity pact: -
- a) **Dr Manoj Kumar Chhabra**  
C-182 (3<sup>rd</sup> Floor), Sarvodya enclave  
Malviya Nagar, New Delhi-110017  
E-mail: [mkchhabra10@gmail.com](mailto:mkchhabra10@gmail.com)
- 37) **Governing Laws & Jurisdiction of the Court:** The provisions of this RFP and the Agreement to be executed shall be governed by the laws of India for the time being in force and the Rules made there under from time to time and all the dispute(s) or difference(s) arising out of or in connection with the contract shall be subject to the exclusive jurisdiction of the courts at Kolkata

Kolkata  
Date

**SIGNATURE OF OWNER / DIRECTOR  
AUTHORISED SIGNATORY  
Official Seal/Stamp**



## TECHINICAL BID

Passport size Photograph of  
the Bidder/ authorized  
signatory

**Profile of the Bidder:**

1. Name of the Bidder/ firm \_\_\_\_\_

2. Name of the person submitting the Bid whose photograph  
is affixed Shri/Smt. \_\_\_\_\_

**(In case of Proprietary/Partnership firms, the Bid has to be signed by Proprietor/ Partner only, as the case may be)** Bidder will submit the attested copy of the PAN card / Election Commission I-Card / Passport of the proprietor or authorized signatory in case of proprietor is not signing the tender document. The tender is liable to be rejected if the signature and photograph do not match with the photograph affixed and the signature made in the tender documents.

3. Address-of-the-firm

\_\_\_\_\_

\_\_\_\_\_

4. Telegraphic-Address

\_\_\_\_\_

5. Tel no. with STD code

(O)..... (Fax)..... (R).....

6. Registration & incorporation particulars of the firm: Date of Registration \_\_\_\_\_

- i) Proprietorship
- ii) Partnership
- iii) Private Limited
- iv) Public Limited

**(Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law)**

7. Name-of-Proprietor/Partners/Directors

\_\_\_\_\_

8. Bidder's-bank, its-address-and-his-current-account-number

9. Permanent Income Tax member, Income Tax circle



(Please attach a copy of last income tax return)

10. GST Number:

11. List of Major existing Clients for similar services during the last three years.

12. Infrastructure capabilities:

(a) Particulars of vehicles available with the Bidder:

Type of Vehicle(s)	Registration numbers

13. Any other information / documents which may help the Bank in assessing the Bidder's capabilities.

14. Is your firm/company carrying on any other business, if yes provide details.

15. Turnover for the last 2 years. Please furnish year-wise details separately.

16. What is the time limit required to provide the services in case empanelled?

#### UNDERTAKING :

a) I / We hereby certify that all the information furnished above are true to my knowledge. I have no objection to the Bank verifying any or all the information furnished in this document with the concerned authorities, if necessary.

b) In the event of any information or statement being found to be incorrect in any way and at any time, the same be construed to be a misrepresentation, enabling Bank to avoid / cancel any resultant contract and forfeit the EMD.

c) I / we further undertake that as and when called upon by the Bank for inspection, to produce original (s) of the documents of which copies have been attached hereto. None of the vehicles to be provided by us under this contract shall be owned by or registered in the name of any Bank's employee or his/her close relation (husband/wife/son/father/brother/sister).

d) All the vehicles to be provided to us under this contract shall be registered as commercial vehicles in our name / company's name fulfilling the norms prescribed by Govt. of West Bengal, Department of Transport, West Bengal.

e) It is certified that I / we have not been debarred or blacklisted from participation in



Govt., tenders at the time of purchasing this tender document.

f) I / We also certify that, I / We have understood all the terms and conditions indicated in the tender document and hereby accept the same completely and unconditionally

KOLKATA

Date:

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....

Seal of the Bidder

**List of enclosures:**

- a. Copy of Partnership Deed/Article & Memorandum of Association, as the case may be.
- b. Permanent Account No. (PAN) Copy
- c. Certificate of GST Registration No.
- d. Power of Attorney in the name of person signing this bid (Authorized signatory)
- e. Financial Turnover proof of Rs.10.00 lakhs for the last two years
- f. Trade License.
- g. EMD of Rs 25,000/- in favour of "**UCO BANK, Kolkata**".
- h. Pre-Contract Integrity Pact
- i. Copy of service contracts presently held with PSBs/PSUs etc
- j. Photocopy of the Registration Book



PRICE BID - I

SCHEDULE OF HIRE CHARGES

PER CAR ON MONTHLY BASIS

Type of Vehicle	Monthly Rental upto 2000 Kms per month (Rs.)/vehicle	Monthly Rental upto 2000 Kms per month (Rs.) for 3 vehicles	Extra charges per Km beyond 2000 Kms (Rs.)	Extra per hour beyond 10 hours per day (rate per hour) (Rs.)	Remarks/ Any other information
Sedan class vehicles					
Hatchback vehicles					
Total					

We agree to abide by this Bid for the period as per tender terms & conditions from the date of opening of financial bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

These cars, wherever required, can be taken outside Kolkata/ CMDA and shall be utilized without extra payment on account of overtime or special Kilometer rate. The Bidder should also indicate separately the halting allowance payable to the driver for the day, the driver remains outside from the Head quarter.

Note: Rates are inclusive of all Taxes, levies, and duties except Service Tax,. Service Tax shall be paid as per actual.

Dated \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature of the Bidder

Name of Bidder \_\_\_\_\_  
Official Seal / Stamp



**PRE CONTRACT INTEGRITY PACT**

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

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 acting through its Central Security Department, represented by Authorised Signatory hereinafter referred to as the BUYER or first party, proposes to procure **(hiring six(06) Car pool (Commercial vehicle) for police patrolling by Anti Dacoity-Squad of Kolkata Police)** hereinafter referred to as Services.

And

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

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

**3. Preamble**

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s **for hiring six (06) Car pool (Commercial vehicle) for police patrolling by Anti Dacoity-Squad of Kolkata Police** and the Bidder / is one amongst several Bidders /Proprietary Bidder /Customer Nominated Source/Licenser who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or (s).

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

**4. Commitments of the Buyer**

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

(i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(ii) The Buyer will during the tender process treat all Bidder(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) the same information and will not provide to any Bidders(s) confidential /additional information through which the Bidder(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):**

**5.1** The Bidder(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) 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) will not enter with other Bidders 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) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(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.

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

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

## **5.4 Agents / Agency Commission**

The Bidder confirms and declares to the Buyer that the Bidder 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 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 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 incorrect or if at a later stage it is discovered by the Buyer that the 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 Bidder will be liable to refund that amount to the Buyer. The Bidder 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 Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter -Bank Offer Rate) (for foreign Bidders) and Base Rate of SBI (State Bank of India) plus 2% (for Indian Bidders). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.



## **6. Previous Transgression**

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

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

Bidders 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.

## **8. Sanctions for Violation**

- 8.1** If the Bidder(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) / (s) from the tender process or take action as per the procedure mentioned herein below:
- (i) To disqualify the Bidder with the tender process and exclusion from future contracts.
  - (ii) To debar the Bidder 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 for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder 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 / to the extent of the undelivered Stores and / or Services.
- 8.2** If the Buyer obtains Knowledge of conduct of Bidder / or of an employee or representative or an associate of Bidder which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

## **9. Compensation for Damages**

- 9.1** If the Buyer has disqualified the Bidder(s) 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 , in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

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

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



- 11.2 As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.
- 11.3 The Bidder(s) / (s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.
- 11.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
- 11.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.
- 11.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.
- 11.7 The word "Monitor" would include both singular and plural.

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

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

## **13. Other Legal Actions**

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

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

- 14.1 This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- 14.2 If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank .
- 14.3 Should one or several provisions of this Integrity Pact turn out to be invalid, the reminder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

## **15 Other Provisions**

- 15.1 Changes and supplements need to be made in writing. Side agreements have not been made.
- 15.2 The Bidders (s) signing this Integrity Pact shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.
- 15.3 In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.
- 15.4 Nothing contained in this Integrity Pact shall be deemed to assure the Bidder / of any success or otherwise in the tendering process.
16. This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.
17. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.



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

**BUYER**

**Signature:**  
**Authorized Signatory**  
**UCO Bank**  
**Central Security Department**

**Place:**

**Date:**

**Witness:**  
**(Name & Address)**

**BIDDER /**

**Signature:**  
**Authorized Signatory**

**Witness:**  
**(Name & Address)**

Draft INDEMNITY Bond

KNOW all men by these presents that I/We, Shri/Smt....., son/daughter/wife of Shri....., residing at ....., as Proprietor/Partner/Director of ....., having office at ....., a contractor/Bidder/Bidder and have submitted an offer in response to Tender Notice No. .... dated ..... being the indemnifier do hereby execute indemnity bond in favour of UCO Bank having their Head Office at 10, B.T.M Sarani, Kolkata-700 001 and having Central Security Department, at UCO Bank, Head Office, 2<sup>nd</sup> Floor, 10 B.T.M Sarani, Kolkata-700 001 on this--- day of -----, 2020.,

WHEREAS the Bank invited tenders for .....-AND

WHEREAS .....submitted tenders amongst others for the said work.

AND WHEREAS the Bank after observing all formalities in the matter, accepted the tender submitted by .....and informed them by its letter dated .....

AND WHEREAS pursuant to acceptance of the tender given by the said vendor, the Bank and the said Vendor have entered into an Agreement on.....for.....

AND WHEREAS it is one of the terms of the said Tender-Contract that the Vendor shall give an indemnity in the manner hereinafter appearing.

NOW THIS BOND OF INDEMNITY WITNESSTH AS FOLLOWS:

In consideration of the Bank having agreed to award the aforesaid contract to us more particularly described and stated in the aforesaid Agreement dated ----- and the related tender documents, we do hereby agree ad undertake that we, being the indemnifier shall, at the time hereinafter save and keep the bank harmless and indemnified including its respective Directors, officers and employees and keep them indemnified from and against

1. Any third party claims, civil or criminal complaints/ liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, and/or for violating any law, rules and regulations in force, for the time being while executing contractual work by me/us.
2. Any damages, loss or expenses due to/resulting from any negligence or breach of duty on the part of me/us or any sub-contractor/s if any, servants or agents.
3. Any claim by an employee of mine/ours or of sub-contractors if any, under the Workmen Compensation Act and Employer Liability Act or any other law, rules and regulations in force for the time being and any acts replacing and/or amendments thereof as may be in



force at the time and under any law in respect of injuries to persons or property arising out of and in the course of execution of the contract work and/or arising out of and in course of employment of any workmen/employee.

4. Any act or omission of mine/ours or sub-contractors if any, ours/theirs servants or agents which may involve any loss, damage, liability, civil or criminal action.
5. We further agree and undertake that we shall during the contract period, ensure that all permissions, authorisations, 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.
6. If any, additional approval, consent or permission is required by us to execute and perform the contract during the currency of the contract, we shall procure the same and/or comply with the conditions stipulated by the concerned authorities without any delay.
7. Our obligations herein are irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid agreement or the insolvency, bankruptcy, re-organisation, dissolution, liquidation or change in ownership of the bank or indemnifier.
8. Our obligation under this bond shall not be affected by any act, omission, matter or thing which would reduce, release us from any of the indemnified obligation under this indemnity or diminish the indemnified obligations in whole or in part, including in law, equity or contract (whether or not known to it, or to the bank).
9. This indemnity shall be governed by and construed in accordance with the laws of India. We irrevocably agree that any legal action suit or proceedings arising out of or relating to its indemnity may be brought in the Courts, Tribunals at -----, Final judgment against us in any such action, suit or proceedings shall be conclusive and may be enforced in any other jurisdiction by way of suit on the judgment/decreed, a certified copy of which shall be conclusive evidence of the judgment/decreed, or in any other manner provided by law. By the execution of this indemnity, we irrevocably submit to the exclusive jurisdiction of such Court/Tribunal in any such action suit or proceeding.

IN WITNESS WHEREOF -----(Name of Bidderr) has set his/their hands on this -----day of -----, 2020

SIGNED AND DELIVERED BY THE AFORESAID------(Name of Authorised person) IN

## THE PRESENCE OF WITNESS

1) Signature.....

Name with address:

2) Signature.....

Name with address

1)Signature.....

Name with address:

2)Signature.....

Name with address:



# FORMAT OF BANK GUARANTEE

To:

The Deputy General Manager &  
Chief Security Officer,  
UCO Bank, Head Office,  
Central Security Department,  
2<sup>nd</sup> Floor at 10 BTM Sarani, Kolkata-700001

(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), Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt M/s..... (Name of the Bidder ) a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the Bidder ) (hereinafter called "the said BIDDER") from the demand, under the terms and conditions of UCO Bank offer letter bearing no. SEC/HO/2020/....dated..... issued to the Bidder in pursuance of Request For Proposal no. SEC/HO/Pol-Patrolling/2020/01 dated 22.07.2020 , as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment of performance by the said BIDDER of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees..... Only).

We,..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of ..... [BIDDER] do hereby undertake to pay to UCO BANK an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said BIDDER of any of the terms or conditions contained in the said Agreement.

2. We ..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said BIDDER of any of the terms or conditions contained in the said Agreement or by reason of the BIDDER'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the BIDDER in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment as made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the BIDDER for payment there under and the BIDDER shall have no claim against us for making such payment.

4. We, ..... [indicate the name of the bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said BIDDER and



accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before .....(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We ..... [indicate the name of bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK 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 BIDDER from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said BIDDER 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 BIDDER or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said BIDDER 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 BIDDER.

7. We, ..... [indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

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

ii) This Bank Guarantee shall be valid upto ..... and

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

.....(date of expiry of Guarantee including claim period).

8. Dated the ..... day of ..... for..... [indicate the name of Bank]

Yours' faithfully,

For and on behalf of

\_\_\_\_\_  
(Bank's Authorized Official with Bank's Seal)

**CHECK LIST OF DOCUMENTS TO BE SUBMITTED**

Sl.No.	Particulars	Compliance (Yes/No)
1.	Cost of EOI document/Tender fee: a DD of Rs 1000/-	
2.	Copy of Partnership Deed/Article & Memorandum of Association, as the case may be	
3.	Permanent Account No. (PAN) Copy	
4.	Certificate of GST Registration No	
5.	Power of Attorney in the name of person signing this bid (Authorized signatory)	
6.	Financial Turnover proof of Rs.10.00 lakhs for the last two years	
7.	Trade License.	
8.	EMD of Rs 25,000/- in favour of <b>"UCO BANK, Kolkata"</b> .	
9.	Pre-Contract Integrity Pact	
10.	Copy of service contracts presently held with PSBs/PSUs etc	
11.	Photocopy of the Registration Book	
12.	Non-Blacklisting declaration	

Note:

1. Technical Bid without above mentioned documents will summarily be rejected during stage
2. Bidder needs to submit Integrity pact, Tender Fee, EMD, and Non Blacklisting declaration in physical at Central security Department, Ground Floor Head Office UCO Bank, 10 BTM Sarani Kolkata on or before 01.03.2025
3. All documents must be uploaded in GEM portal