

Tender/03/2023-24

Dt. 15/09/2023



UCO BANK
HEAD OFFICE: 10, B.T.M SARANI,
BRABOURNE ROAD, KOLKATA – 700 001, INDIA

**REQUEST FOR PROPOSAL (RFP)
FOR
EMPANELMENT OF NON-SECURITY
PRINTERS.**

Printing & Stationery Department,
2, India Exchange Place Kolkata-1





Request for Proposal (RFP)

For Empanelment of vendors for printing of non-security items there to rate contract for printing of non-security stationery items

PART-1

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Printing & Stationery Department, Head Office
2, India Exchange Place, Kolkata-700 001

RFP REF NO: H.O/PTGSTY/Tender/03/2023-24
Date: 15/09/2023

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

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 RFP 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..



PART-2

Empanelment of vendors for printing of non-security stationery items

In order to empanel vendors for printing of non-security stationery items UCO BANK, Head Office, 10 B.T.M Sarani, Kolkata, intend to invite Request for Proposal (RFP) from reputed/well established organisation (hereinafter referred to as "Bidder") who are capable and willing to undertake printing of non-security stationery items as required by the BANK within the given timeline and as per details provided from time to time.

For the purpose, we solicit bids from eligible vendors / Printers (hereinafter referred to as "Bidder") on or before **09/10/2023 up to 4.00 PM**. The bids will be opened on **10/10/2023 at 11.00 AM** by committee of executives and officers of our Bank at Printing and Stationery Department, 2, India Exchange Place, Head Office, Kolkata.

Tenderers may download the RFP document from UCO Bank's official website www.ucobank.com.

Tender Reference No.	Tender No.03/2023-24 Dated 15/09/2023
Bid fee	The bidder shall furnish Bid fee (non-refundable) of Rs. 1000/- (Rupees One thousand only) by way of Demand Draft drawn on any schedule bank in favour of UCO Bank, payable at Kolkata (not applicable for MSEs Firms and MSEs Certificate should be submitted).
Date of issue of RFP	15/09/2023
Last Date & Time for Submission of Tender:	Bids can be submitted before 09/10/2023 upto 4.00 PM at UCO Bank, Printing & Stationery Deptt., Head Office, 2 India Exchange Place, Kolkata-700001
Pre-Bid Meeting	26/09/2023 at 11:30 am.
Date and Time of Opening Technical Bid.	On 10/10/2023 at 11.00 AM at UCO Bank, Printing & Stationery Deptt., Head Office, 2 India Exchange Place, Kolkata-700001
Validity of Tenders	120 days from the date of opening of financial bid.
Address of communication	Chief Manager UCO BANK, Head Office. Printing & Stationery Department. 2, India Exchange Place, Kolkata-700001 e-mail id: hoptasty.calcutta@ucobank.co.in & hogad.calcutta@ucobank.co.in Phone: 033 4455-8405 / 7176.



UCO Bank reserves the right to accept or reject in part or full, any or all tenders without assigning any reason whatsoever and without any cost and compensation therefore. Any decision of UCO Bank in this regard shall be final, conclusive and binding on all the Tenderers.

The bidder must obtain for himself/herself/themselves on his/her/their own responsibility all the information which may be necessary for the purpose of making a valid tender and entering into valid contract.

All the information relating to corrigendum/addendum if any will be uploaded in Bank's website which may please be noted. No separate newspaper notification will be issued in this regard.

Tenderers fulfilling the specified requirements may submit their Bids at following address latest by **09/10/2023 up to 4.00 PM.**

Asstt. General Manager
Printing & Stationery Department
UCO Bank,
Head Office, Kolkata-700001



PART-3: INSTRUCTIONS FOR BIDDERS (IFB)

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PART-3

NOTICE INVITING TENDER FOR EMPANELMENT OF PRINTERS FOR PRINTING OF NON SECURITY STATIONERY ITEMS

3.0 Information Provided

The RFP document contains statements derived from information 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, bidders, 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 RFP document.

3.1. OVERVIEW:

UCO BANK is one of the largest bank with a network of over 3000+ branches spread across PAN India. The Bank also has presence in 2 countries across the globe. The Bank offers wide range of products and services to both Corporate and Retail Customers. The Bank also has one of the largest networks of more than 2500 ATMs spread across geographical locations. Bank also provides services to its customers through alternate channels such as Internet Banking, ATMs, Kiosks and Mobile Banking etc. To expand further reach, Bank is also forging ahead with cutting edge technologies and innovative new banking models and implementing various initiatives.

3.2 OBJECTIVES:

The objective of this Request for Proposal is to empanel printers, thereto **rate contract** with them for three years for printing of non security stationery items/ magazines/policies etc for general use of bank.

3.3 SCOPE OF WORK:

- a) The empanelled vendor/printer will be responsible for printing of non security stationery items/ magazines/policies etc for general use of bank as per requirement.
- b) The contract would be for a period of 3 years from the date of agreement of contract subject to annual/periodical review. The Bank will review the performance of vendors periodically/every 12 months based on the feedback received from operating units and will take suitable decision about continuation or otherwise. Bank reserves the right to cancel the contract based on the above review and to modify/reallocate to the selected vendor of some other zone.
- c) Bank reserves the right to use printing services of other agencies in case of non-



performance or as per its requirement.

- d) There will be penalty on account of delay in printing, delivery, non-performance and other service deficiency etc.
- e) Payment (after TDS etc. as applicable) will be made by Head Office- Finance Department through NEFT/RTGS mode only within 15 days from the date of receipt of invoice.
- f) At any point of time, if the Bank comes to know about vendor not having competence of participation in such type/scale of requirement or suppression of any material fact, the vendor will be disqualified from participating in further process or contract will be cancelled. **In case, in view of bank if the vendor is not capable enough in terms of printing infrastructure etc., Bank reserves the right not to allow the vendor from further participating in the process.**

3.4 Eligibility Criteria: The process is open to all reputed/well-established printers who are capable and fulfil the following eligibility criteria:-

Sl. No	Eligibility Criteria	Documents to be submitted with the Bid
1.	The bidder should be a corporation organization/PSU/PSE/private/public limited indian company/partnership / proprietorship firms under indian laws. The bidder shall submit the certificate of incorporation along with the technical bid in respect of this requirement.	Copy of the Partnership deed/ Proprietorship/Bye Laws (MOA+AOA)/Certificate of incorporation issued by Register of Companies along with Memorandum & Articles of Association and full address of the registered office.
2.	In the last three financial years i.e. 2019-20, 2020-21 and 2021-2022 the Bidder should have achieved the following: 1. Domestic annual financial turnover : Rs. 25 lakhs and above. 2. Firms should be a profitable firm/company and should have shown the profits in each of last three financial years.	Copy of the Audited Balance Sheet for 2019-20, 2020-21 and 2021-2022. Bidder to provide certificate from CA certifying the annual Turnover and profit.
3.	Experience in the line of business: Minimum 3 years	Certificates issued by PSU or Private Sector Banks stating the period of selection.
4.	The printing Agencies must have registered office in Kolkata.	Proof related to establishment of office.
5.	The bidder must not have been blacklisted by any organization in the past from their services.	Self-declaration to be submitted.
6.	Bidder of PSU/PSE/Private/Public Limited	True or certified copies of each



Indian Company/ Partnership/ Proprietorship firms should submit their KYC/PAN/TAN/GST Registration. DIN should also be submitted of each and every Directors of PSU/PSE/Private/Public Limited Indian Company.	and every document.
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3.5 PERFORMANCE SECURITY:

The selected Vendors will be required to submit a Performance Security for Rs. 1,00,000/- (Rs. One lac Only) in the form of Bank Guarantee issued by a scheduled commercial Bank other than UCO Bank or a Foreign Bank located in India in the form provided in the RFP (**Annexure H**) and must be valid for forty-two (42) month to protect the Bank against risk of their conduct during the selection period. The Performance Security shall be denominated in the Indian Rupees only. Security Deposit (PBG) is also applicable for the MSES firms.

3.6 Method of Submission of Bids:

Technical Bid (PART-I): The Tender Application with required documents for technical qualification shall be sealed in an envelope and the envelope shall be superscribed as **"APPLICATION FOR EMPANELMENT OF PRINTERS THERETO RATE CONTRACT FOR PRINTING OF NON SECURITY STATIONERY ITEMS"** and shall show name and address of the applicant and will be submitted to the address mentioned above as address for communication so as to reach on or before date specified there in.

For any clarification, following may be contacted:

Senior Manager,
UCO BANK, HEAD OFFICE,
2,India Exchange Place,KOLKATA- 700 001
Ph.no.033-4455 8405 / 7176
hoptgsty.calcutta@ucobank.co.in



3.7 Contract Period:

The empanelment of printers will be valid for three years subject to yearly review of the performance of security printers. On providing satisfactory service, selection may be extended for further period of one year.

3.8 Documents Comprising the RFP Bid.

The RFP bids should be submitted in one big envelope containing Technical Bid super-scribed as **"RFP BID FOR EMPANELMENT OF PRINTERS THERETO RATE CONTRACT FOR PRINTING OF NON SECURITY STATIONERY ITEMS."**

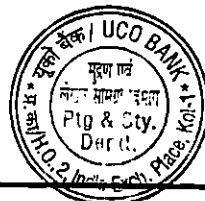
3.8.1 Vendor must provide individual and factual replies to specific questions asked in the RFP.

3.8.2 a) Bidder should submit Technical bid as per **Annexure "A", "B", "C", "D", "E", "G" &**

"I" of the RFP document. Documents comprising the "Technical Bid" envelope should contain following:

- i. Bidder Covering Letter as per **Annexure "A"** duly signed by the authorized representative of the Bidder.
- ii. Bidder's information as per **Annexure "B"** on bidder's letter head duly signed.
- iii. Non Refundable Bid Fee of Rs.1000/- by way of Draft/Pay order favouring UCO BANK payable at Kolkata.
- iv. Financial statements viz. audited balance sheets and profit and loss account statement for last 3 years audited financial statements for 2019-20, 2020-21 and 2021-22.
- v. A copy of the full RFP document duly stamped and signed on every page in token of acceptance of all terms and conditions.
- vi. True/Certified copy of Income Tax return (FY 2019-20, 2020-21 and 2021-22), PAN card, GST Registration Certificate, Certificate of Incorporation, Trade License, Certificate issued by Registrar of Companies in case of Company or Registrar of Partnership as applicable.
- vii. Copy of the Partnership deed/ Proprietorship/Bye Laws (MOA+AOA)/Certificate of incorporation issued by Register of Companies along with Memorandum & Articles of Association and full address of the registered office.
- viii. State-wise list of its own offices along with the names, addresses and contact numbers of the contact persons. Franchisee agreement, if any, may be provided separately.
- ix. A copy of Board resolution or power of attorney showing that the signatory has been duly authorized to bid, to sign the tender document and make commitments on behalf of the vendor.
- x. The bidder should not be a **NPA** borrower in any Bank/Financial Institution (Credit report of the bankers should be attached).
- xi. Mention details separately in respect of clients. Clients certificate to be enclosed.
- xii. Pre Contract Integrity Pact as per **Annexure-G** to be also uploaded.
- xiii. Original Demand Draft of bid fee, Pre Contract Integrity Pact, and other above mentioned required documents as demanded by the Bank to be also submitted in hard copy at UCO Bank, Printing and Stationery Deptt., Head Office, 2 India Exchange Place, Kolkata-700001 on or before **09/10/2023** at 04:00 PM.
- xiv. Documents mentioned in the checklist provided at the end of the RFP are required to be submitted along with the bid.

The RFP bids should be submitted in one big envelope containing Technical Bid superscribed as **"RFP FOR EMPANELMENT OF PRINTERS THERETO RATE CONTRACT FOR PRINTING OF NON SECURITY STATIONERY ITEMS"** should reach to us along with all documents by **09/10/2023**.



3.9 Bid Integrity

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that Bank may take. All the submission, including any accompanying documents, will become property of BANK. The bidders shall be deemed to license, and grant all rights to BANK, to reproduce the whole or any portion of their solution for the purpose of evaluation, to disclose the contents of submission to other bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

3.10 Late Bids

Any Bid received after the deadline for submission of Bids prescribed will be rejected and returned unopened to the bidder.

3.11 Technical Evaluation of Bids/Bid Acceptance

3.11.1 During Technical evaluation of Bids, the Bank shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered acceptable only if:

- 3.11.1.1 It is received by the due date of submission including any extension thereof.
- 3.11.1.2 It is accompanied by bidder covering letter in the format at **Annexure "A"** duly signed by the authorized representative of bidder.
- 3.11.1.3 It is accompanied by board resolution/power of attorney as specified in clause 3.8.2 (x).
- 3.11.1.4 It is accompanied by bidder's information as per **Annexure "B"** on bidder's letter head.
- 3.11.1.5 It is accompanied by non-refundable bid fee of Rs. 1000/- by way of Draft/Pay order favoring UCO BANK (**Annexure-E**).
- 3.11.1.6 It is accompanied by Audited Balance sheets and profit and loss account along with ITR for the last three years i.e. 2019-20, 2020-21 and 2021-22.
- 3.11.1.7 It is accompanied by a copy of the full RFP document duly stamped and signed on every page in token of acceptance of all terms and conditions.
- 3.11.1.8 It contains all the information (complete in all respects) as requested in this RFP (in formats same as those specified)
- 3.11.1.9 It does not contain any condition or qualification.
- 3.11.1.10 It is not non-responsive in terms hereof.
- 3.11.1.11 Bidder of PSU/PSE/Private/Public Limited Indian Company/Partnership/ Proprietorship firms should submit their KYC/PAN/TAN/GST Registration. DIN should also be submitted of each and every Directors of PSU/PSE/Private/Public Limited Indian Company.

Any bid received in a format other than the prescribed format shall be considered to be non-responsive and may be rejected at the absolute discretion of the Bank.



3.11.3 The Bank reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Bank in respect of such Bid.

3.12 Bank's right to accept any bid and to reject any or all bids.

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action. Bank may at its sole discretion, if it notices that any vendor is not capable of or not having the required facilities as well as understanding of new process of model, may cancel the bid response of concerned vendor. The bid fee may/may not be returned to the vendor and decision will rest with the bank.

3.13 Notification of Award

3.13.1 Prior to expiration of the period of bid validity, the Bank will notify the successful bidder/bidders in writing or by e-mail, that his bid has been accepted.

3.13.2 The notification of award will constitute the formation of the Contract. The selected vendor will have to enter into detailed contract agreement (Service Level Agreement-SLA) terms of which is tentatively mentioned in "Part-4 Terms & Conditions", NDA (Non-Disclosure Agreement), Security Deposit (Performance Bank Guarantee) and other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the RFP. The bank may modify/relax/add some more terms and conditions in the contract agreements. Selected Vendors have to execute SLA as per **Annexure-D**.

4. TERMS AND CONDITIONS (T&C)

Integrity Pact: Vendor will have to execute a pre-contract integrity Pact with the Bank as per **Annexure "G"**.

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages 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 purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- a. Promise on the part of the principal not to seek or accept any benefit which is not legally available.



- b. Principal to treat all bidders with equity and reason.
- c. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally.
- d. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- e. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- f. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- g. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

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 bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warrantee/guarantee. Format of IP is attached as Annexure for strict compliance.

All pages of Integrity Pact (IP) must be signed and stamped. Integrity Pact (IP) should be deposited with Technical Bid.

4.1 Payment Terms

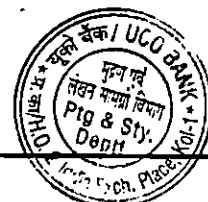
- 4.1.1 Payment shall be made in Indian Rupees.
- 4.1.2 Payment (after TDS etc. as applicable) will be made by the Head Office-printing and stationery Department through NEFT/RTGS, subject to receipt of verification of invoice (Hard & Soft Copies).
- 4.1.3 Payment will be made based on the work order and the rate contract.

4.2 Rate contract / Prices

- 4.2.1 Rate contract will be finalized after selection of vendors.
- 4.2.2 The rate/price fixed by the Bank after price negotiation shall be binding on all the vendors in the Project.

4.3 Rejection Criterion Is subject to:

- 4.3.1. Tender documents do not contain all required documents.
- 4.3.2. Conditional Tenders will not be considered.
- 4.3.3. Not fulfilling the eligibility criteria as mentioned in 'Eligibility Criteria'.
- 4.3.4. Tender documents received after date and time specified for such purpose.



4.4 Bank reserve the right to the following:

Bank reserve its rights, without giving any reason whatsoever and without any cost or compensation therefore, to,

- 4.4.1. Reject any or all proposals received in response to the RFP.
- 4.4.2. Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.
- 4.4.3. Extend the time for submission of proposal.
- 4.4.4. Modify the RFP document, by an amendment that would be notified on the Bank's Website.
- 4.4.5. Independently ascertain information from the Banks and other institutions/ companies to which the bidder has already extended IFRS/ Converged Indian Accounting Standards (IND-AS) Services for similar assignment.
- 4.5.6. Modify the time period stipulated above for completion of assignment during the execution of assignment if it deems fit.

4.5. Taxes and Duties:

- 4.5.1 The bidder will be entirely responsible to pay all taxes whatsoever in connection with delivery of the services at the sites including incidental services and commissioning.
- 4.5.2 Wherever the laws and regulations require deduction of such taxes at the source of payment, Bank shall effect such deductions from the payment due to the vendor. The remittance of amount so deducted and issue of certificate for such deductions shall be made by Bank as per the laws and regulations in force.
- 4.5.3 Nothing in the contract shall relieve the vendor from his responsibility to pay any tax that may be levied in India/abroad on income and profits made by the vendor in respect of this contract.

4.6 Conflict of Interest.

The vender 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.

4.7 Force Majeure

- 4.7.2 Notwithstanding the provisions of Terms & Conditions , the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 4.7.3 For purposes of this clause, "Force Majeure" means any failure or delay by selected vendor or Bank in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood, earthquake or similar



rebellions or revolutions, acts of governmental authorities or other events beyond the reasonable control of non-performing party, is not a default or a ground for termination.

- 4.7.4 If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

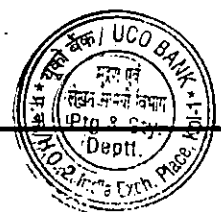
4.8 TERMINATION FOR DEFAULT(S)

The Bank reserves its right to cancel the work order/ terminate empanelment by giving a prior written notice of 15 days to the selected Contractor in the event of, but not limited to, one or more of the following situations:

- 4.8.1. Unnecessary or unwarranted delay in execution of the work allotted.
- 4.8.2. Breach of trust is noticed during any stage of the printing assignment.
- 4.8.3. The empanelled vendors/bidder commits a breach of any of the terms and conditions of the bid.
- 4.8.6 The empanelled vendors/bidder goes in to liquidation voluntarily or otherwise.
- 4.8.7 An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- 4.8.8 If it is found at any stage that the bidder has concealed any important information or has submitted any false information or declaration particularly regarding any pending legal action or blacklisting status.
- 4.8.9 The Bank reserves the right to recover any dues payable by the empanelled vendors/bidder from any amount outstanding to the pending bills and security deposit, if any, under this contract or any other contract/order.
- 4.8.10 If there is any conflict of interest.
- 4.8.11 In addition to the cancellation of work order/ termination of empanelment, the Bank reserves the right to appropriate the damages from the earnest money deposit (if any) (EMD) provided by the selected bidder and/or forfeit the Performance Bank guarantee furnished by the vendor. In such event the order shall be, if the Bank so desires, passed to any other empanelled vendor at the match prices and other terms & conditions of the Bank.

4.9 CONSEQUENCES OF TERMINATION:

The Bank at its sole discretion shall invoke the Performance Guarantee, and the Indemnity furnished towards non-performance/non Compliance of the terms and conditions of the work order/contract by the Contractor/Vendor, without prejudice to its rights and conditions available under the Law for the time being in force.



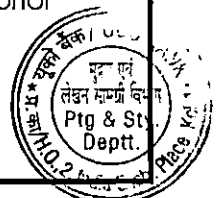
4.10 DISPUTE RESOLUTION MECHANISM:

The vendor 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:

- 1 The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within thirty (30) days of receipt of the notice.
- 2 The matter will be referred for negotiation between designated officials of the bank /purchaser and the Authorized Official of the empanelled 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.
- 3 In case any dispute(s)/difference(s) between the Parties is/are not settled through negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute/difference shall be submitted by either party for arbitration within 30 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 of the dispute shall appoint one arbitrator each and two arbitrators shall jointly appoint the third or the presiding arbitrator.
- 4 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. The arbitrator shall hold their sittings in Kolkata.
- 5 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.
- 6 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.

4.11 PUBLICITY:

Any publicity by the contractor in which the name of Bank is to be used should be done only with the explicit prior written permission of Bank. The Contractor will not make or allow to make a public announcement or media release about any aspect of the Contract unless BANK first gives the contractor its prior written consent.



4.12 INDEMNITY:

The empanelled vendor/Bidder shall indemnify, protect and save the Bank and hold the Bank harmless from and against any 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 empanelled vendor / Successful Bidder, 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 RFP document or breach of any representation or warranty by the empanelled vendor/Successful Bidder,
- (iii) infringement of any patent, trademarks, copyrights etc. or such other statutory infringements. The Successful Bidder should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:
 - ▶ Non-compliance of the Laws / Governmental Requirements
 - ▶ IP infringement
 - ▶ Negligence and misconduct of the Bidder, its employees, and agents
 - ▶ Breach of any terms of RFP document or Representation made by the Successful Bidder.
 - ▶ Act or omission in performance of service.
 - ▶ All successful vendors has to execute Letter of Indemnity as per **Annexure-F**.

4.13 SET-OFF

- a) Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to set-off or adjust any amounts due to Successful bidder, for breach of any clause of this document from the Successful bidder, against payments due and payable by Bank to the Successful Bidder for the services rendered.
- b) The provisions of this Clause shall survive the termination of the agreement / document.

4.14 MISCELLANEOUS

A detailed contract agreement/SLA will be executed as per **Annexure -D** after selection of successful bidder wherein bank may add some more terms and conditions in the contract agreements (SLA) as per RFP scope as well as requirement of the project and feedbacks of vendors as it deems fit.



Checklist of mandatory documents to be submitted with the bid.

S.No.	Documents to be submitted.	Compliance Status.
1.	Scanned copy Non Refundable Bid Fee of Rs.1000/- by way of Draft/Pay order favoring UCO BANK payable at Kolkata (not applicable for MSEs) (MSEs certificate to be submitted).	-
2.	A copy of the full RFP document duly stamped and signed on every page in token of acceptance of all terms and conditions.	
3.	True/Certified copy of Income Tax return, PAN card, GST Registration Certificate, Certificate of incorporation, Trade License, Certificate issued by Registrar of Companies in case of Company or Registrar of Partnership as applicable.	
4.	Copy of the Partnership deed/ Proprietorship/Bye Laws (MOA+AOA)/Certificate of incorporation issued by Register of Companies along with Memorandum & Articles of Association and full address of the registered office.	
5.	True/Certified Copies of audited balance sheet & Profit and Loss a/c for any three financial years i.e. for 2019-20, 2020-21 and 2021-22.	
6.	A copy of Board resolution or power of attorney showing that the signatory has been duly authorized to bid, to sign the tender document and make commitments on behalf of the vendor.	-
7.	Clients Certificate to be enclosed.	
8.	Pre Contract Integrity Pact (Annexure-F).	



Sr. No	SCHEDULES & ANNEXURES	INDEX
1)	Annexure-A	RFP BID COVERING LETTER
2)	Annexure-B	DETAILS OF VENDOR/BIDDER
3)	Annexure-C	APPLICATION FOR EMPANELMENT OF NON SECURITY PRINTER
4)	Annexure-D	DRAFT OF AGREEMENT
5)	Annexure-E	BIDDER FORWARDING LETTER FOR BID FEE OF Rs. 1000/-
6)	Annexure-F	LETTER OF UNDERTAKING & INDEMNITY
7)	Annexure-G	PRE CONTRACT INTEGRITY PACT
8)	Annexure-H	NON-DISCLOSURE AGREEMENT
9)	Annexure-I	FORMAT FOR PERFORMANCE BANK GUARANTEE

UCO BANK



Annexure-A

RFP BID COVERING LETTER (On letter head)

Description: Application for empanelment of printers thereto rate contract for printing of non security stationery items.

The Asst. Gen. Manager,
UCO BANK,
Printing & Stationery Department
2, India Exchange Place (1st Floor)
Kolkata, 700 001

Dear Sir,

This is in response to your tender no **HO/PTG&STY/TENDER/03/2023-24** dated **15/09/2023**.

Having examined the Tender document, we hereby submit all the necessary information and relevant documents for selection of courier agencies herewith and undertake and agree to abide by all terms and conditions stipulated by the Bank in the RFP, including all annexures, addenda and corrigenda;

It is certified that the information furnished in this document is authentic. We hereby authorize UCO Bank to make independent enquiries to verify the information furnished by us.

We understand that Bank reserves the right to reject any or all applications without assigning any reason thereof.

We hereby confirm that,

- We have not been black listed or expelled from any project or not have had our contract terminated for any breach by any Government Authority/Corporate Institutions or Public Sector - Undertaking(PSU) bank/Private Bank during any time in last 5 years.
- There is no case pending against us involving cheating/fraudulent activities.
- There is no outstanding Income Tax/Sales Tax/any other statutory dues.
- We will not resort to any corrupt practices in any aspect/stage of the contract.
- We have read this tender document in full and shall abide by the Terms & Conditions mentioned therein.
- We shall not be sub-contracting any work under the present tender, if we are selected as the successful bidder.

Date:

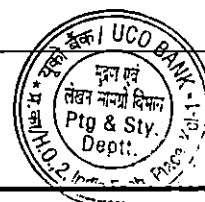


Signatures with seal/capacity

Annexure- B

DETAILS OF VENDOR/BIDDER

Sr. No	Details	Description
1)	Name	
2)	Constitution of the Bidder	
3)	Date of Incorporation and/or commencement of Business	
4)	Certificate of Incorporation	
5)	Complete postal address/contact details of the bidder	
6)	Brief description of the Bidder including details of its main line of business	
7)	Company website URL	
8)	Particulars of the Authorized Signatory of the Bidder	
	a. Name	
	b. Designation	
	c. Address	
	d. Phone Number (Landline)	
	e. Mobile Number	
	f. Fax Number	
	g. Email Address	
9)	Basic Information a. Company/Firm/Organization Name b. Date of Incorporation c. Name and addresses of Promoters d. Capital e. Name of Indian representative/office (Indicative: Own/Dealer/Distributor, JV) f. Corporate/Head Office Details <ul style="list-style-type: none"> • Address • Website • Contact Person • Phone No. • Fax No. • Email ID 	



10)	Financial Information a) Domestic Turnover in INR for last 3 years towards printing of security items. b) Profit in INR for last 3 years.	-
11)	Experience Distribution Arrangement Number of Clients.	-
12)	Registered Office – Complete address with phone number, fax number and email address	-
13)	Whether ISO certificate obtained (reply "yes or no"). If yes, then please attached proof.	-
14)	Selection with other Bank(Please specify):	-

Signature and Seal of Company/Organization

- Encl.: 1) Schedules duly filled in the prescribed form. -
2) Tender cost (non-refundable) in the form of Demand Draft for Rs. 1000.00 (Rs. One thousand only) favouring UCO Bank, payable at Kolkata.
3) True Copy of Partnership Deed or Registration Certificate.
4) Balance Sheets and Profit & Loss Accounts for 3 years.
5) GST registration copy.
6) Trade license no.& date of issue.
7) Name of Banks/PSUs whose printing work are being done along with their performance certificates.
8) SSI Registration number ,if any
9) Certificate confirming/evidencing classification of MSME



Description: APPLICATION FOR EMPANELMENT OF NON SECURITY PRINTERS

SCHEDULE "A"

DETAILS OF ORGANISATION General Information:

1. Name and address of the Firm.
2. Address of godown.
3. Contact Person :
4. (a) Telephone : (b) Mobile :
5. (c) Fax : (d) E-mail :
6. Place of incorporation/ registration
7. Year of Incorporation/ registration

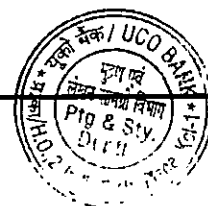
II. Name and address of Owners/Partners/Directors:

III. Number of Employees:

	Regular	Parttime
Skilled	---	---
Unskilled	---	---

IV. Structure and Organization

- A. The applicant is a Limited Company/Corporation/Partnership/Proprietorship
- B. Number of years of experience in similar work
- C. Were you ever required to suspend the activity for a period of more than six months continuously? If so, give details
- D. Have you ever left any orders placed with you incomplete? (If so, give details and reasons for not executing the orders)
- E. Give details- of your experience in execution of printing jobs of Institutional customers.
- F. Have your firm been debarred or Black listed for tendering in any organization? If so, give details.



Description: APPLICATION FOR EMPANELMENT OF NON SECURITY PRINTERS

SCHEDULE "B"

FINANCIAL STATEMENT:

A. General:

Name of Applicant

Name of Banker

Address of Banker

Telephone

Financial information

Contact person with Designation.

Previous three financial years (Rs. In lacs)

2019-20

2020-21

2021-2022

1. Total Assets

2. Current Assets

3. Total liabilities

4. Current liabilities

5. Profits before taxes

6. Profits after taxes

7. Net Worth

8. Working Capital

Note:

1. Applicants should provide financial information to demonstrate that they access to adequate financial resources to meet the cash flow requirements of the proposed works and other existing commitments. Each applicant must fill in the form. If necessary, use separate sheets to provide complete information.
2. Copies of the audited balance sheets with profit and loss accounts for the last 3 years to be attached.

B. ANNUAL TURN OVER DATA FOR LAST THREE YEARS

YEAR TURNOVER IN RS.LAKHS.

2019 – 2020

2020 – 2021

2021 – 2022

AVERAGE ANNUAL TURNOVER –

Note:1. All individual-firms must complete the information in this form. The information furnished should be the annual supply turnover in terms of the amount billed to clients for each year for Job done during each of the last three years.



Schedule "C"

PLANT AND MACHINERY OWNED BY THE ORGANISATION

Name of Applicant

Sl. No.	Plant & Machinery	Year Of manufacture	capacity	Number

Description: APPLICATION FOR EMPANELMENT OF NON SECURITY PRINTERS

DECLARATION

I/We, the undersigned, do hereby declare that the statements made in the pre-qualification questionnaire forms and in the required attachments are true and correct.

The undersigned hereby authorize (s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the BANK to verify this Statement or regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information, may be requested and agrees to furnish any such information at the request of the Bank.

(Signed by an Authorized Officer of the Company/Firm)

(Title of Officer)

(Name of Firm)

(Date)



Draft Agreement

THIS AGREEMENT made at the day of _____ 20...

BETWEEN

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 No.10, BTM Sarani, Kolkata-700001, represented by the Authorized Signatory of its Printing & Stationery Department, Mr.....,(Designation) (hereinafter referred to as "UCO Bank/ Bank" which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns and successors) of the **FIRST PART**

AND

"M/s., a Company incorporated under the Companies Act, having its registered office at India, represented by its Authorised Signatory, Mr. (Designation) (hereinafter referred to as the "VENDOR", which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns and successors) of the **SECOND PART**".

WHEREAS the Bank is desirous of executing Contract for at UCO Bank Head Office at

AND WHEREAS the said work as mentioned in the work order have been accepted and signed by and on behalf of the Vendor.

AND WHEREAS the vendor has agreed to execute upon and subject to condition set forth herein and work order, General conditions of contract, special condition of contract, including all other conditions as mentioned, in the work order, specifications and all correspondence exchanged by or between the parties from the submission of tender till the award of work, both letter inclusive, (all of which are collectively hereinafter referred to as "the said conditions") the work described in the said specification and included in the tender at the rates therein set for in UCO Bank Work Order No. dated 201 and amounting to the sum of Rs. (Rupees only) inclusive of all Taxes .

NOW IT IS HEREBY AGREED AS FOLLOWS:

The following documents attached hereto shall be deemed to form an integral part of this Agreement:

- (a) R.F.P. (Request For Proposal) dated
- (b) Corrigendum (if any) dated

GENERAL TERMS AND CONDITIONS:

1. Scope of work: Printing of non-security items for the general use of Bank. As and when Bank requires printing order will be placed to the empanelled vendors. Vendor for non-security printers shall be responsible for bearing the cost of lifting of paper/boards from our Central Store situated at Lal Bazar, Kolkata after accepting the printing order and thereof supply of the printed non-security items to our Central Store situated at Lal Bazar, Kolkata.



M/s..... shall be responsible for arranging and obtaining at his own cost, the necessary work permits, tax forms / clearance of Central / State Government, passports, visas, police permits in connection with the execution of the order.

3. Duration of the Contract:

The time period for supply of printed non-security items to the UCO bank will be 20 days. unless delay may be accepted by bank or contract may be terminated earlier by the Bank for its own convenience by givingdays' notice in writing to the Vendor without assigning any reason(s) and without any cost(s) or compensation therefore.

In case the performances of the Vendor are not found in consonance with the terms of this Agreement and if not rectified by Vendor, Bank may terminate the Agreement at its sole discretion by givingdays' notice in writing without assigning any reason(s) and without any cost(s) or compensation therefor and also without prejudice to its right(s) and contention(s) available under the Agreement and any other law(s) for the time being in force.

4. Printing Order & Terms of Payment (Bank will not pay any advance):- Printing order to be given by Printing & Stationery Deptt., Head Office of UCO Bank, to the empanelled Vendor of non-security printers. Printing & Stationery Deptt., Head Office of UCO Bank, will disburse 100% payment to the vendor upon successful supply of printed non-security items, furnishing of bills, invoices, receipts for all materials supplied duly certified by the Central Store in-Charge of Lal Bazar, Kolkata, to prove that the printed material supplied are as mentioned in the specification in compliance to the terms of contract and/or Printing Order and statutory deductions as per Rule.

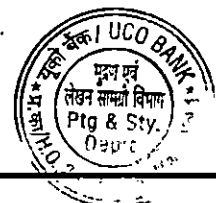
Vendor has to ensure and deliver the printed non-security items within 20 days from the date of acceptance of work order. The bills are to be submitted directly to Printing & Stationery Deptt., Head Office of UCO Bank,. If delays are observed in performances or deliveries and the time for such performances or deliveries is not extended by the Bank, Bank will be free to terminate the contract without further notice and without any cost/compensation therefor and the Performance Bank Guarantee submitted by defaulting Vendor will be invoked and amount will be forfeited without prejudice to Bank's rights and contentions available under contract and the laws for the time being in force.

5. Modification of Work/Purchase Order:

The Bank reserves the right to modify (i.e. addition/reduction) the Printing order/Work Order as per its requirement and the payment for such addition/reduction would be determined on pro rata basis.

6. Performance Bank Guarantee:-

Vendor shall be liable to furnish a Performance Bank Guarantee of Rs.1.00 lakh (Rupees One Lakh) only, as per enclosed format in **Annexure-I**, issued by any scheduled commercial bank other than UCO Bank valid for 42 months with three months claim period either before or at the time of execution of this Agreement. If the contract is extended/renewed after the completion of initial term, PBG shall be extended or renewed by the Vendor.



The Performance Bank Guarantee shall act as a security deposit and either in case the Vendor is unable to perform/deliver within the stipulated time or supply of physical security equipments 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 vendor is not able to fulfill any or all conditions specified in this Agreement or Purchase Order or is unable to complete supply work within the stipulated time. This is independent of the LD on Delivery.

In case of paper printed is not as per specification/inferior quality/ damaged paper is delivered in response to our orders, the vendor will be liable to replace the paper at their cost. Otherwise value of such quantity will be recovered from the supplier.

7. GST Clauses:-

a. Payments would be subject to withholding tax as per Income Tax Act, 1961, wherever applicable.

b. Prices or fees quoted in the purchase order shall be inclusive of all statutory levies, taxes, cess (such as Service Tax/VAT/CST/Excise Duty/Entry Tax/GST), as made applicable by Competent Authorities unless otherwise provided. Any future levy or increase in applicable taxes shall be to the account of the supplier / service provider.

c. From the date of enactment of Goods and Services Tax Act, GST¹ as applicable, only would be payable by the UCO Bank.

General Terms & Conditions of GST regulation:

a. Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.

b. The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN². In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with UCO Bank, then payments to Supplier/ Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time the accurate tax amount is finally reflected in the GSTN to UCO Bank's Account and is finally available to UCO Bank in terms of GST laws and that the credit of GST so taken by UCO Bank is not required to be reversed at a later date along with applicable interest.

c. UCO Bank has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to UCO Bank for the fault of supplier shall be recovered by UCO Bank by way of adjustment in the consideration payable.



d. Supplementary invoices/debit note/credit note for price revisions to enable UCO Bank to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding financial year.

e. The purchase order/ work order shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.

8. Compliance of laws: The Vendor undertakes to comply with all Laws/Rules/Regulations/Bye – Laws/Notifications etc. for the time being in force.

Change in law clause

Any reduction in the contract price resulting from introduction of any new law, towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the Contract, then the Parties agree to a downward adjustment to the contract price to reflect the financial impact of such "Change in law" and the financial benefit thereof shall be given to the Bank.

9. INTEGRITY Pact :agrees to execute Integrity Pact as per Bank's format as per **Annexure-G** on Non-judicial Stamp Paper of appropriate value with UCO Bank, Head Office, Kolkata .

10. INDEMNIFICATION: The Vendor agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to or on account of any claim for infringement of intellectual property rights.

The Vendor agrees to indemnify and keep indemnified the Bank against all losses, damages, costs, charges and expenses incurred or suffered by the Bank due to/on account of any breach of the terms and conditions contained in the Agreement.

The Vendor agrees to indemnify and keep indemnified Bank at all times against all claims, demands, actions, costs, expenses (including legal expenses), loss of reputation and suits which may arise or be brought against the Bank, by third parties on account of negligence or failure to fulfill obligations by the Vendor or its employees/personnel.

All indemnities shall survive notwithstanding expiry or termination of Agreement and the Vendor shall continue to be liable under the indemnities.

Vendor is required to furnish a separate **Letter of Indemnity** (as per **Annexure-F** on Non-judicial Stamp Paper of appropriate value) in Bank's favour in this respect before or at the time of execution of the Agreement.

11. LIQUIDATED DAMAGES: In case the vendor fails to deliver the material within twenty days from the date of acceptance of the work order, Penalty will be imposed as per the following schedule.

Delay in days/beyond 20 days.	Penalty on amount of Bill/Invoice value.
1 Day	NIL.
2 days	2.5%
5 days	5%
10 days	10%
15 days	15%
20 days	20%



12. FORCE MAJEURE: If at any time during the currency of the contract the performance in whole or in part by vendor or any obligations under the contract shall be prevented or delayed by reasons of any war, hostilities, acts of God, public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, etc. then provided notice of the happening of any such events is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reasons of such event be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance. The whole or any part of the party's obligation under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If force majeure event continues beyond the period of three (3) months the parties shall hold consultation to resolve the problem satisfactorily.

13. CANCELLATION/TERMINATION: (1) Bank reserves its right to cancel the work/purchase order and/ or terminate this Agreement by givingdays prior notice in writing to the Vendor without prejudice to its rights and contentions available under this Agreement or under the Law (s) for the time being in force in the following circumstances: -

1. The vendor commits a breach of any of the terms and conditions of the contract.
2. The vendor violates any Laws, Rules, Regulations, Bye-Laws, Guidelines, and Notifications etc.
3. The Vendor goes into liquidation, voluntarily or otherwise.
4. An attachment is levied or continues to be levied for a period of seven days upon effects of the contract.
5. If the vendor fails to complete the assignment as per the time lines prescribed in the Purchase order/ Agreement and/or within the extension, if any allowed.
6. If deductions of account of liquidated damages exceeds more than 10% of the total contract price.
7. In case the vendor fails to deliver the quantity as stipulated in the delivery schedule, Bank reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the vendor.
8. After award of the contract, if the vendor does not perform satisfactorily or delays execution of the contract, Bank reserves the right to get the balance contract executed by another party of its choice by givingdays notice for the same. In this event, the vendor is bound to make good the additional expenditure, which bank may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.





b. The matter will be referred for negotiation between authorised representative of UCO BANK and the Authorized Official of the Vendor. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, is not settled by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 15 days of the failure of negotiations. Each Party to the dispute shall appoint one arbitrator of their own choice and the two appointed arbitrators shall appoint the third arbitrator who will act as the presiding arbitrator. Arbitration shall be held in Kolkata and conducted in English as per provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof.

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 45 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.

The Vendor 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 SLA notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

17. Governing Laws & Jurisdiction of the court

This Agreement shall be governed by the Law(s) of India for the time being in force and the Rules made thereunder 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 of KOLKATA.

18. Non-Disclosure : The Vendor must undertake (as per enclosed format - Annexure H) that they shall hold in trust any information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such information.

19. Non Assignment: Neither the subject matter of the agreement nor any right here in shall be transferred, sub-contracted, assigned or delegated by the Vendor to any third party without prior written consent of the Bank.

20. All other Terms & Conditions will remain same as stipulated in our R.F.P and subsequent to Corrigendum dated Please note that work order no.....dated..... along with your offer, the minutes of prebid meeting held on, the article of agreement etc. would form part of the contract document.

IN WITNESS WHEREOF the Bank and the vendor have set their respective hands on the day and year first herein above written.



Signed on behalf of the UCO Bank
By its duly authorized Officer

Signature on behalf of the vendor

In presence of:

1) Signature.....

1) Signature.....

Name with address:

2) Signature.....

Name with address

UCO BANK



Bidder's Forwarding Letter for Bid Fee of Rs. 1000/-

**Asst. General Manager
General Administration Deptt.
UCO Bank, Head Office**

Dear Sir,

SUB: Empanelment of printers thereto rate contract for printing of non security stationery items.

Ref: RFP No.H.O/PtgSty/Tender/03/2023-24 Date:15/09/2023

We enclose RFP Bid fee(Non-Refundable)of Rs.1000/-(Rupees One Thousand only.) in the form of a Demand Draft drawn in favour of UCO BANK payable at Kolkata.

Thanking you,

Yours faithfully

(Authorized Signatory)

Name Company/Organization

Seal
Date

Business address



Letter of Undertaking & Indemnity
(To be stamped as per the Stamp Law of the Respective State)

To
UCO Bank
General Administration Department
Head Office

In consideration of UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700 001 (hereinafter Referred to as "the Bank" which expression shall include its successors and assigns) at our request and on the strength of our statements and representation contained letter dated agreeing to appoint us as vendor for dispatch / delivery of letters in envelopes and other stationery in bags to branches / offices Pan India in Uco Bank, we,, a Company/firm incorporated under the Companies Act, 1956 having its registered office at (full address) do hereby irrevocably and unconditionally agree and undertake that:

- 1) We shall, at all times hereinafter, save and keep harmless and indemnified the BANK, including its respective directors, officers, and employees and keep them indemnified from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said contract and any damage caused from and against all suits and other actions that may be instituted, taken or preferred against the BANK by whomsoever and all losses, damages, costs, charges and expenses that the BANK may incur by reason of any claim made by any claimant for any reason whatsoever or by anybody claiming under them or otherwise for any losses, damages or claims arising out of all kinds of accidents, destruction, deliberate or otherwise, direct or indirect, from those arising out of violation of applicable laws, regulations, notifications guidelines and also from the environmental damages, if any, which may occur during the contract period.
- 2) We shall, during the contract period, ensure that all the permissions, authorizations, consents are obtained from the local and/or municipal and/or governmental authorities, as may be required under the applicable laws, regulations, guidelines, notifications, orders framed or issued by any appropriate authorities.
- 3) Our obligations herein are independent, irrevocable, absolute and unconditional in each case irrespective of the value, genuineness, validity, regularity or enforceability of the aforesaid Agreement or the insolvency, bankruptcy, reorganization, dissolution, liquidation or change in ownership of the BANK or Indemnifier or any other circumstance whatsoever which might otherwise constitute a discharge or defence 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 Performance Bank Guarantee furnished by us.
- 5) This Letter of Undertaking & Indemnity shall survive the Agreement entered into between the Bank and us.

Dated, this.....day of20

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

.....
(Signature of the Bank's Official)



PRE-CONTRACT INTEGRITY PACT**(To be stamped as per the Stamp Law of the Respective State)**

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

And

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

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

3. Preamble

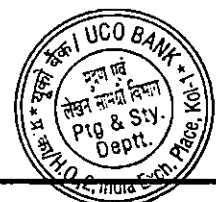
Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for supply / purchase / etc. of _____ and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licensor who has indicated a desire to bid/supply in such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

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

4. Commitments of the Buyer

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

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



- (ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- (iii) The Buyer will exclude from the process all known prejudiced persons.

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

5 Commitments of the Bidder(s) /Seller(s):

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

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

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

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



5.4 Agents / Agency Commission

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

6. Previous Transgression

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

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

7. Company Code of Conduct

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical 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) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the



Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

(i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.

(ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.

(iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.

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

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

9. Compensation for Damages

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

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

10. Price Fall Clause

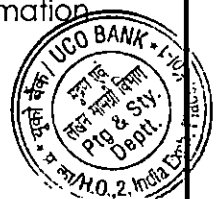
The Bidder undertakes that it has not supplied /is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry /Department of the Government of India or PSU or Public Sector Bank and its subsidiaries during the currency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

11. Independent External Monitor(s)

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

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

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



11.5 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.

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

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

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.)

14.1 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.

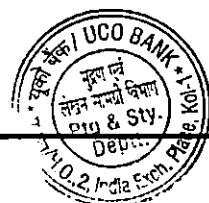
15.1 Changes and supplements need to be made in writing. Side agreements have not been made.

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

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

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

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



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

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

BUYER

BIDDER * /SELLER*

Signature:

Signature:

General Manager/DGM

Signatory (*)

UCO Bank

.....Division

Place:

Place:

Date:

Date:

Witness 1:

Witness 2:

(Name & Address)

(Name & Address)



NON-DISCLOSURE AGREEMENT**(To be stamped as per the Stamp Law of the Respective State)**

This Non-Disclosure Agreement is entered into on thisday of, 2022
BETWEEN 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 No. 10, BTM Sarani, Kolkata-700001 hereinafter referred to
 as "**the Bank**" (which expression shall unless excluded by or repugnant to the
 subject or context be deemed to mean and include its assigns, administrators and
 successors) **of the FIRST PART/ DISCLOSING PARTY**
AND

.....
 (which expression shall unless excluded by
 or repugnant to the subject or context be deemed to mean and include its assigns,
 administrator and successors) **of the SECOND PART/ RECEIVING PARTY**

(Each of Bank and the vendor is sometimes referred to herein as a "**Party**" and
 together as the "**Parties**").

WHEREAS the Vendor/Receiving Party is inter alia engaged as vendors for printing &
 supply of security items of Bank as per the terms and conditions specified in the RFP
 ref. no..... Dated: The
 Vendor/Receiving Party would be single point of contact for this project.

WHEREAS Bank/Disclosing Party is inter alia engaged in the business of Banking; and

WHEREAS the Parties presently desire to discuss and/or consult with each other's
 business for the purposes of entering into Agreements for selection as a
Printer/Vendor.

WHEREAS the Parties recognize that each other's business involves specialized and
 proprietary knowledge, information, methods, processes, techniques and skills
 peculiar to their security and growth and that any disclosure of such methods,
 processes, skills, financial data, or other confidential and proprietary information
 would substantially injure a Party's business, impair a Party's investments and
 goodwill, and jeopardize a Party's relationship with a Party's clients and customers;
 and

WHEREAS in the course of consultation with respect to the potential business
 venture, the Parties anticipate disclosing to each other certain information of a
 novel, proprietary, or confidential nature, and desire that such information be
 subject to all of the terms and conditions set forth herein below;

NOW THEREFORE the Parties hereto, in consideration of the promises and other
 good and valuable consideration, agree such information shall be treated as
 follows:



1. Confidential Information. "Confidential Information" shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.

2. Use of Confidential Information. The Vendor/Receiving Party agrees not to use the Bank/Disclosing Party's confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.

3. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the "Receiving Party") shall, for contract period of eighteen (18) months from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use (except as permitted above under clause (2)) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

(a) restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, consultants, contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and

(b) advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or consultants an agreement to be so bound.

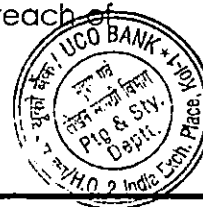
(c) use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

4. Exclusions. The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:

(a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;

(b) is or becomes publicly known through no unauthorized act of the Receiving Party;

(c) is rightfully received from a third Party without restriction and without breach of this Agreement;



(d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;

(e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;

(f) is approved for release by written authorization of the Disclosing Party; or

(g) is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purposes for which the order was issued.

5. Return of Confidential Information. All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

6. Ownership of Information. The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

7. No License Granted. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

8. Breach. In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within.....days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

9. Arbitration and Equitable Relief.

(a) Arbitration. The Parties shall endeavor to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under from time to time. The arbitration shall be held in Kolkata. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each



(b) Equitable Remedies. The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/laches of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

- (c) Legal Expenses:** If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

10. Term. This Agreement may be terminated by either Party giving Thirty (30) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of 18 Months from the date of the last disclosure of Confidential Information made under this Agreement or till the period further extended by the Bank.

12. General Provisions.

(b) Severability. If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.

(c) Successors and Assigns. This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.

(d) Headings. All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

(e) Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

(f) Jurisdiction of Court: All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts of Kolkata only.

(g) Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and M/s

The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

For and on behalf of

.....

Signature: _____

Name: _____

Designation: _____

Date: _____

For and on behalf of

.....

Signature: _____

Name: _____

Designation: _____

Date: _____



ANNEXURE-I

FORMAT FOR PERFORMANCE BANK GUARANTEE
(TO BE STAMPED AS AN AGREEMENT)

To
The Asst. General Manager
(General Administration
Deptt.), UCO Bank, Head
Office

To:

The

.....

.....

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970 as amended by The Banking Laws (Amendment) Act, 1985, 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 VENDOR) a Private Individual/Proprietorship or Partnership Firm/ Company incorporated under the Companies Act, 1956/2013 having its office/registered office at (Address of the Vendor) (hereinafter called "the said VENDOR") from the demand, under the terms and conditions of UCO BANK's Letter of Intent bearing no.dated..... issued to the Vendor in pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said Vendor 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 [Vendor] do hereby undertake to pay to UCO BANK an amount not exceeding Rsagainst 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 VENDOR of any of the terms or conditions contained in the said Agreement dated.....

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 of



damage caused to or breach by the said VENDOR of any of the terms or conditions contained in the said Agreement or by reason of the VENDOR'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 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.

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 VENDOR 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 VENDOR from time to 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.

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 uptoand

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 Authorized Official

