



Request for Proposal (RFP)
For
Brand Promotion/Publicity through Traffic
Cones in the city of Kolkata and Bidhannagar
Police Commissionerate Area

Reference Number: UCO/CC/RFP/02/2025-26

Date: 05.06.2025

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, reissue this RFP Document and all amendments will be advised to the bidders/hosted in the Bank's website 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 whatsoever.

This document is prepared by UCO Bank for Brand Promotion/Publicity through Traffic Cones in the city of Kolkata. It should not be reused or copied or used either partially or fully in any form.

UCO BANK

**HEAD OFFICE: 10, B T M Sarani,
Kolkata – 700001 (West Bengal)**

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.

INDEX

Sl. No.	Particulars	Page No.
	Most Important Dates for Bidders	6
1.	Introduction	7
2.	Objectives	7
3.	Eligibility Criteria (All mandatory provisions)	8
4.	Broad Scope of Work	9
5.	Evaluation Process	10
6.	Submission of Application	11
7.	Submission of Offer	11
8.	Due Diligence	12
9.	Late Bids	13
10.	Rejection of the Bid	13
11.	Schedule of Pre-Bid Meeting, and Financial Bid	14
12.	Modification and Withdrawal of Bids	14
13.	Disclaimer	14
14.	Clarification of offer	14
15.	Cancellation of Tender Process	15
16.	Issue of Corrigendum	15
17.	Errors and Omissions	15
18.	Information provided	15
19.	Costs borne by Respondents	15
20.	UCO Bank's Right to Modification/Revision of RFP	16

21.	No Legal Relationship	16
22.	Corrupt and Fraudulent Practices	16
23.	Non-Transferable Offer	16
24.	Period of Validity of Bid	17
25.	No Commitment to accept Lowest or any Bid	17
26.	Authorized Signatory	17
27.	Adoption of Integrity Pact	17
28.	Preliminary Scrutiny	19
29.	Contract Period	19
30.	Confidentiality	19
31.	Force Majeure	20
32.	Indemnity	20
33.	Publicity	21
34.	Dispute Resolution Mechanism	22
35.	Termination	23
36.	Consequences of Termination	23
37.	Termination For Convenience	24
38.	Compliance Confirmation	24
39.	Governing Laws And Jurisdiction	24
40.	Non-Disclosure	24
41.	Notices	25
42.	Signing of the Bid	25

43.	Sub-Contracting	25
44.	Independent Service Provider	26
45.	Notification of Award	27
46.	Confidentiality of the Bid Document	27
47.	Ownership and Retention of Documents	27
48.	Bank Reserves the Right to the Following	28
49.	Other Instructions	28
50.	Compliance with Applicable Laws of India	29
51.	Annexure I	30
52.	ANNEXURE-IA	32
53.	Annexure II	39
54.	Annexure III	40
55.	Annexure IV	42
56.	Annexure V	45
57.	Annexure VI	46



MOST IMPORTANT DATES FOR BIDDERS

Sl. No.	Subject	Date/Time
1.	RFP Ref. Number & Date	UCO/ CC/RFP/02/ 2025-26 Dated 05/06/2025
2.	Description of RFP	Selection of advertising/publicity agency for branding through traffic cones
3.	Address for submission of Bid & Place of Opening of Bids	General Manager, Corporate Communication UCO Bank, Head Office : 10 , B T M Sarani, Kolkata – 700 001 Phone: 033- 44557982 Website: www.ucobank.com
4.	E-mail address	hocc.calcutta@ucobank.co.in
5.	Date of Issue	05-06-2025
6.	Last Date of Submission of Queries	17-06-2025
7.	Date of Pre-Bid Meeting	18-06-2025
8.	Date by when Bank will respond to the clarifications sought by Bidders	18-06-2025
9.	Last Date of Submission of Quotation/Bid Documents	30-06-2025



1. Introduction: -

UCO Bank is one of the leading Public Sector Banks having Pan India presence. The Bank was founded on 6th January' 1943 and nationalized on 19th July' 1969. Presently it is a Public Sector Bank with the Government of India holding major stake of its Capital. UCO Bank, hereinafter referred to as "Bank" has its Head Office at 10, B T M Sarani, Kolkata – 700 001.

Our Bank has adopted the vision statement as "To emerge as the most trusted admired and sought-after world-class financial institution and to be the most preferred destination for every customer, investor and a place of pride for its employees". Hence, to create worldwide Brand recognition of our Bank and to reach out/ attract attention of maximum number of existing, prospective Customers & Stakeholders and inform them about various products/ services of the Bank we are using the services of Advertising Agencies.

In Kolkata, Traffic cones are located at important roads/routes in Kolkata city. These cones are placed in the middle of the roads by Kolkata Police as per their requirement and also provide opportunity to advertisement through these traffic cones. Such cones act as a traffic divider and offer very good visibility.,

For the above purpose, UCO Bank invited proposals from the reputed and qualified agencies for advertisement through Traffic Cones having advertisement rights from Competent Authority in Kolkata.

2. Objectives: -

- a) Bank invites application from Advertising/Publicity Agencies who will fulfil the eligibility criteria for engagement for carrying out the job of branding of UCO Bank through traffic cones in the city of Kolkata and Bidhannagar Commissionerate Area.
- b) Once the responses to the RFP are received, the Bank will start the evaluation process and finalize one which shall satisfy the eligibility criteria and quote the lowest price.

3. Eligibility Criteria (All mandatory provisions): -

It is mandatory, for the agencies that the following minimum eligibility criteria, as on the date of RFP, are met before submission of application. Agencies not meeting the necessary eligibility criteria will not be considered for further evaluations:

SL.NO.	Eligibility Criteria	Proof of Documents required /must be submitted
1	<p>The agency should have necessary permission/rights from civic authority/police department for placing traffic cones at the prominent locations in the city of Kolkata including Bidhannagar Commissionerate area.</p> <p>The validity of the said permission/rights should be more than 18 months as on the date of submission of bids.</p> <p>The agency should have capacity to place at least 4500 traffic cones.</p>	<p>Necessary documents evidencing permission/rights from civic authority/police department for placing traffic cones at mentioned locations in the city of Kolkata and Bidhannagar Commissionerate area.</p>
2	<p>The bidder should be a business entity registered/ incorporated in India.</p>	<p>Certificate of Incorporation, PAN, TAN, GSTIN Certificate and any other tax related document if applicable, to be submitted. Memorandum/Articles of Association/Constitutional documents/ Partnership Deed (as applicable).</p>
3	<p>The agency should have experience of at least 03 years of working in outdoor advertisement services.</p>	<p>Satisfactory performance certificate from the Advertiser/client as per Annexure VI (not more than 30 days old) is to be submitted.</p> <p>List of Banks/Public Sector Undertakings (PSU)/Financial Institutions (FI) or any other major corporate where agency is currently providing service.</p>

4	The Agency should have at least a liaison office in Kolkata.	Self-declaration on the Company Letter-head should be submitted.
5	The Agency shall not have been blacklisted/debarred by any Central/State Government/Public Sector Undertakings/Banks/Regulators/ Statutory Body as on RFP submission date.	Declaration-cum-Certificate on the letterhead of the Agency as per Annexure –II.
6	The Agency shall not have been involved in any major litigation that may have an impact affecting or compromising the delivery of services required.	Declaration-cum-Certificate on the letterhead of the Agency as per Annexure –II.
7	The Agencies who are presently empanelled in the Bank and in the past, their dealings with us must be satisfactory.	Satisfactory performance certificate from the Bank as per Annexure VI (not more than 30 days old) is to be submitted.
8	The Applicant's Firm should not be owned or controlled by any Director or Employee of UCO Bank or their relatives.	Self-declaration on the Company Letter-head should be submitted.
9	Central Minimum Wages Act & Labour Laws: The bidder has to submit an Undertaking in its letterhead ensuring that the payment towards services is in consonance with Central Minimum Wages Act & Labour Laws.	Self-declaration as per Annexure IV on the Company Letter-head should be submitted.

4. Broad Scope of Work: -

Bank invites proposals from eligible Advertising/Publicity Agencies with the objective of advertising/ brand promotion through traffic cones in the city of Kolkata including bridhannagar Commissionerate area. The selected agency is expected to deliver the following services: -

- a) Suggestions/ preparation of plans for ideal sites/locations from time to time for outdoor brand promotion through traffic cones in the city of Kolkata.
- b) The body colour of the traffic cones has to be in accordance with

Bank's requirement and advertisement/branding material provided by Bank has to be placed at the top of the cone with a minimum coverage area of 15" (W) * 8" (H).

- c) The cones should be made of durable quality of plastic and colored with good quality paint.
- d) Only approved artwork provided by the Bank to be used for preparing branding material for these cones.
- e) Regular cleaning, maintenance of the cones for neat and clean appearance.
- f) Any other work related to branding through traffic cones for popularizing UCO Bank as a Brand would also be forming part of the scope of work.

5. Evaluation Process: -

All the applications received within due date and confirming eligibility criteria will be placed to appropriate committee for making commercial evaluation.

I) Eligibility Criteria Evaluation

The Eligibility Criteria would be evaluated first for the participating bidders. All the applications received within due date will be evaluated based on "Eligibility Criteria" mentioned under point no. 3. for making further evaluation.

II) Commercial Evaluation

Commercial bid of the qualified bidders shortlisted on the basis of eligibility criteria would be opened. Thereafter, bid submitted by each of the agency will be ranked from lowest to highest i.e., lowest quoting agency will be ranked L1, second lowest will be ranked L2 and so on.

The Head Office Committee will supervise the activities relating to evaluation of eligibility bid, commercial bids, final selection of the advertising/publicity agency, negotiations (if any) on various terms and conditions, etc.

6. Submission of Application: -

The complete application in sealed cover super scribed, as "Application for Selection of Advertising/Publicity Agency for Outdoor Advertisement through Traffic Cones 2025" along with necessary documents to be submitted to:

**General Manager
Corporate Communication Department,
1st Floor, UCO Bank, Head Office,
10, BTM Sarani, Kolkata-700 001.**

Applications will be accepted by the department from No application will be accepted after the due date. Last date for submission of application is up to 4 p.m.

Application is liable to be rejected if:

- ✓ The documents submitted are incomplete.
- ✓ It is received after the expiry of due date and time stipulated for application submission.

7. Submission of Offer – Two Bid System: -

UCO Bank will follow Two Bid System

- a. **Eligibility Bid** – Envelope containing Annexure I, Eligibility Information, Bid Security Declaration OR certificate from Ministry of MSME and Pre-Contract Integrity Pact (as per Annexure –IA) duly sealed and super scribed as – “RFP for Selection of advertising/publicity agency for branding through traffic cones in the city of Kolkata (Eligibility Bid)”.
- b. **Financial Bid** – Envelope containing Price Information as per Annexure III duly sealed and super scribed as “RFP for Selection of advertising/publicity agency for branding through traffic cones in the city of Kolkata (Financial Bid)”.

The above two envelopes should be put in a single sealed outer cover duly sealed and super-scribed as – **RFP for Selection of advertising/publicity agency for branding through traffic cones in the city of Kolkata.**

All envelopes must be super-scribed with the following information:

- Name of the Bidder
- Offer Reference
- Type of Offer (Eligibility or Commercial)

The Eligibility should be complete in all respects and contain all information asked for, in the exact format of eligibility specifications given in the RFP and the Pre-Contract Integrity Pact on a non-judicial stamp paper of requisite value. The Eligibility offers must not contain any price information. UCO BANK, at its sole discretion, may not evaluate Eligibility Offer in case of non-submission or partial submission of eligibility details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder.

The entire RFP, Pre-bid responses along with all the Addenda and Corrigenda should be stamped & signed by the authorized signatory of the participating

bidder and to be submitted to the Bank with all other documents as part of the Eligibility bid.

Note:

- a. The documentary proof in support of all Eligibility Criteria should be submitted along with Eligibility Bid.
- b. One Separate envelope containing Pre-Contract Integrity Pact should invariably be placed in Eligibility Bid envelope.
- c. If commercial bid is not submitted in a separate sealed envelope duly marked as mentioned above, this will constitute grounds for declaring the bid non-responsive.
- d. If any inner cover / envelop of a bid is found to contain Eligibility & Commercial Bids together then that bid will be rejected summarily.
- e. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- f. Canvassing of any kind or Bid submitted with false information will be a disqualification.
- g. Prices quoted by the Bidder shall be in Indian Rupees, firm and not subject to any price escalation, if the order is placed within the price validity period.
- h. Further, subsequent to the orders being placed, the Bidder shall pass on to Bank all fiscal benefits arising out of reductions in Government levies /taxes.
- i. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.
- j. Bids once submitted shall not be returned to the Bidder in future.

The selected bidder must adhere to the terms of this RFP document.

8. Due Diligence: -

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which UCO Bank shall not be held responsible.

9. Late Bids: -

- a. Bids received after the due date and the specified time for any reason whatsoever shall not be entertained and shall be returned unopened.
- b. The bids submitted by post/fax/telex/telegram shall not be considered. No correspondence will be entertained on this matter.
- c. UCO Bank shall not be responsible for any delay in submission of Bids. No further correspondence will be entertained on this matter.

10. Rejection of the Bid: -

The Bid is liable to be rejected if:

- a. The document doesn't bear signature of authorized person on each page signed and duly stamp.
- b. It is received through E-mail.
- c. It is received after expiry of the due date and time stipulated for bid submission.
- d. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ deviation of terms & conditions or scope of work/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for Proposal (RFP) are liable for rejection by the Bank.
- e. Bidder should comply with all the points mentioned in the RFP. Noncompliance of any point will lead to rejection of the bid.
- f. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- g. The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for

Proposal (RFP).

- h. Non-submission of Pre-Contract Integrity Pact as per format given in Annexure – IA.

11. Schedule of Pre-Bid Meeting

The queries for the Pre-bid Meeting should reach us in writing or by email on or before the date mentioned in the “Most Important Dates for Bidders sheet” by e-mail to hocc.calcutta@ucobank.co.in in .doc format only. It may be noted that no query from any bidder shall be entertained or received after the specified date. Queries raised by the prospective bidder and the Bank’s response will be hosted at Bank’s web site. No individual correspondence will be accepted in this regard. Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting.

12. Modification and Withdrawal of Bids: -

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids.

13. Disclaimer: -

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

14. Clarification of offer: -

To assist in the scrutiny, evaluation and comparison of offers/bids, UCO Bank may, at its sole discretion, ask some or all bidders for clarification of their offer/bid documents. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of UCO Bank in this regard shall be final, conclusive and binding on the bidder.

15. Cancellation of Tender Process: -

Bank reserves the right to cancel the tender process partly or fully at its sole discretion at any stage without assigning any reason and without any cost or compensation thereof to any of the participating bidders.

16. Issue of Corrigendum: -

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

17. Errors and Omissions: -

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document.

18. Information provided: -

The RFP document contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Bank in relation to the provision of services. Neither Bank nor any of its employees, agents, contractors, or advisers gives any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document.

19. Costs borne by Respondents:

All costs and expenses incurred by Recipients / Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Bank, will be borne entirely and exclusively by the Recipient / Respondent.

20. UCO Bank's Right to Modification/Revision of RFP: -

UCO Bank reserves the right to: -

- a. Cancel or modify any terms, conditions and specifications of the RFP by publishing a notice to such effect on website of UCO Bank.
- b. Obtain revised price Bids from the Bidders with regard to

- modifications/changes in RFP. Place repeat orders.
- c. Issue the amendments to the RFP at any time, prior to the deadline for the submission of Bids. From the date of issue, amendments to RFP Document shall be deemed to form an integral part of the RFP Document.
 - d. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidder.

21. No Legal Relationship: -

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

22. Corrupt and Fraudulent Practices: -

- I. As per Central Vigilance Commission (CVC) directives, it is required that Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy.
- II. The Bank reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- III. The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- IV. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution.
- V. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

23. Non-Transferable Offer: -

This Request for Proposal (RFP) is not transferable. Only the bidder submitted the necessary RFP price will be eligible for participation in the evaluation process. There will not be any type of outsourcing.

The bidder should also submit an undertaking to the effect that he has not made any modification in the original copy of RFP and his bid would be liable for rejection for any violation of the above.

24. Period of Validity of Bid: -

Bids shall remain valid for 180 (One hundred eighty) days after the date of bid opening prescribed by BANK. BANK holds the rights to reject a bid valid for a period shorter than the above time frame, without any correspondence. In exceptional circumstances, BANK may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. A bidder acceding to the request will neither be required nor be permitted to modify its bid.

25. No Commitment to accept Lowest or any Bid:

UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this RFP and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. UCO Bank reserves the right to make any changes in the terms and conditions of purchase. UCO Bank will not be obliged to meet and have discussions with any vendor, and or to listen to any representations.

26. Authorized Signatory: -

The selected bidder shall indicate the authorized signatories who can discuss and correspond with Bank, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the bidder to discuss, sign agreements/contracts with BANK, raise invoice and accept payments and also to correspond. The bidder shall provide proof of signature identification for the above purposes as required by Bank.

27. Adoption of Integrity Pact:

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 eligibility 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. 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 –IA for strict compliance.

The following Independent External Monitors (IEMs) have been appointed by UCO Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

I. Dr. Manoj kumar Chhabra

C182 (3rd Floor Sarvodya Enclave,
Malviya Nagar, New Delhi-110017
Email- mkchhabra10@gmail.com

II. Shri Rajvir Singh

H. No. 388, Ashok Enclave-II,
Sector-37, Fardiabad, Haryana
Email- singhrajvir@cag.gov.in

All pages of Integrity Pact (IP) must be signed and stamped. Integrity Pact (IP) should be deposited with the concerned Department along with the eligibility as

directed.

28. Preliminary Scrutiny: -

Bank will scrutinize the offers/bids to determine whether they are complete, whether any errors have been made in the offer/bid, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule.

Bank may, at its sole discretion, waive any minor non-conformity or any minor irregularity in an offer/bid. This shall be final, conclusive and binding on all bidders and Bank reserves the right for such waivers.

29. Contract Period:

The Period of contract is initially for 1 year from the date of signing of contract which may be further extended at agreed prices based on the satisfactory performance of the Bidder at the sole discretion of the Bank. The performance of the selected bidder shall be reviewed every quarter and the Bank reserves the right to terminate the contract at its sole discretion by giving thirty (30) days' notice without assigning any reasons. Any offer falling short of the contract validity period is liable for rejection.

Bank reserves the right to renew the Agreement for a further period of 1 years on same terms and conditions but mutually agreed price between the parties.

30. Confidentiality: -

The bidder must undertake 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. The bidder has also to agree:

To maintain and use the Information only for the purposes of the Contract/Agreement and only as permitted by Bank;

To only make copies as specifically authorized by the prior written consent of Bank and with the same confidential or proprietary notices as may be printed or displayed on the original;

To restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and

To treat all Information as Confidential Information.

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

31. Force Majeure: -

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

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics
- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- c. Terrorist attack, public unrest in work area

provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The bidder or BANK shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding the above, the provisions relating to indemnity, confidentiality shall survive after termination of the contract.

32. Indemnity: -

The bidder agrees to indemnify and keep indemnified, defend and hold harmless the Bank and its officers, directors, employees and agents from and against any and all losses, liabilities, claims, obligations, costs, expenses (including, litigation cost, reasonable attorney's fees) which result from, arise in connection with or are related in any way to claims by third parties arising out of or in connection with

- The bidder's breach of any of the terms and conditions, representations, warranties specified in the Agreement/Contract; infringement of Intellectual Property Rights of the Bank; acts or omissions of, negligence, or

misconduct by the Vendor/bidder; or its professionals, representatives, agents, security analysts, consultants and advisors;

- For the purpose of the Agreement, the bidder shall include the bidder, its personnel, employees, consultants, and / or other authorized persons.
- In no event shall the bidder be liable for claims arising from or in connection with the sole negligence or misconduct of the party seeking indemnification.
- The responsibility to indemnify set forth in this Clause shall survive the termination of this Agreement for any reason with regard to any indemnity claims arising in relation to the performance hereof.
- The selected vendor/bidder has to furnish a letter of undertaking cum indemnity in Bank's favour as per the format supplied by the Bank at the time of execution of Service Level Agreement.

The Bidders shall also indemnify Bank against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods/services, or any part thereof in India and abroad.

In the event of any claim asserted by the third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods/services or any part thereof in India, the Bidder shall act expeditiously to extinguish such claims. If the Bidder fails to comply and Bank is required to pay compensation to a third party resulting from such infringement, the Bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. Bank will give notice to the Bidder of such claims, if it is made, without delay by fax/e-mail/registered post.

33. Publicity: -

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

34. Dispute Resolution Mechanism: -

The Vendor and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the contract in the following manner:

- a. The Party raising a dispute shall address to the other party a notice in writing requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b. The matter will be referred for negotiation between General Manager, Corporate Communications Department and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- c. In case any dispute between the parties, does not settle by negotiation in the manner as mentioned above, the same shall be resolved exclusively by arbitration and such dispute may 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 to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- d. 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 arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/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. The Bidder shall not be entitled to suspend the Service/s, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement.

35. Termination: -

The Bank reserves its right to cancel the contract by giving a prior written notice of 30

days to the selected bidder in the event of, but not limited to, one or more of the following situations:

- a. Unnecessary or unwarranted delay in execution of the work allotted.
- b. Breach of trust is noticed during any stage of the publicity assignment.
- c. The selected bidder commits a breach of any of the terms and conditions of the bid.
- d. The selected bidder goes in to liquidation voluntarily or otherwise.
- e. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
- f. 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.
- g. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract or any other contract.

In addition to the cancellation of the contract, the Bank reserves the right to appropriate the damages from the Performance Bank Guarantee and/or any amount of the bidder lying with the Bank and/or any unpaid bill of the bidder. In such event the order shall be, if the Bank so desires, passed to the second lowest bidder, provided such Bidder is prepared to match prices and other terms & conditions of the Bank.

36. Consequences of Termination: -

- a. In the event of termination of the contract due to any cause whatsoever, [whether consequent upon the stipulated term of the Contract or otherwise], BANK shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the services which the bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor vendor to take over the obligations of the erstwhile vendor in relation to the execution/continued execution of the scope of the Contract.
- b. In the event that the termination of the contract is due to the expiry of the term of the contract, a decision not to grant any (further) extension by BANK, the vendor herein shall be obliged to provide all such assistance to the next successor vendor or any other person as may be required and as

BANK may specify including training, where the successor(s) is a representative/personnel of BANK to enable the successor to adequately provide the service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof.

- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the contract that are expressly or by implication intended to come into or continue in force on or after such termination.

37. Termination For Convenience: -

The Bank reserves its rights to terminate the contract at its own convenience by giving 30 days' prior notice in writing to the selected bidder/company without assigning any reason for such termination and without any cost or compensation thereof.

38. Compliance Confirmation: -

The Bidder must submit unconditional and unambiguous compliance confirmation to all the terms and conditions stipulated in the RFP.

39. Governing Laws and Jurisdiction: -

This contract shall be governed by and construed in accordance with the laws of India for the time being in force 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 in Kolkata.

40. Non-Disclosure: -

By virtue of RFP process and its implementation thereof, the bidder may have access to the confidential information and data of the Bank and its customers.

- a. That the bidder will treat the confidential information as confidential and shall not disclose to any third party. The bidder will also agree that its employees, agents, sub- contractors shall maintain confidentiality of the confidential information.
- b. That the bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the bidder shall use reasonable efforts to

advise the Bank immediately in the event that the bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.

- c. That the bidder will strictly maintain the secrecy of Bank's data.

41. Notices: -

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post then on expiry of seven days from the date of posting.

42. Signing of the Bid: -

The bid shall be signed by a person or persons duly authorized by the bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by the duly authorized officers and supported by internal corporate authorizations.

43. Sub-Contracting: -

The bidder will not sub-contract or delegate or permit anyone other than the bidder personnel to perform any of the work, service or other performance required of the Bidder under this agreement without the prior written consent of the Bank and the bank's decision in this regard will be final and acceptable to the bidder.

44. Independent Service Provider: -

- a. The selected bidder and/or its employees, agents and representatives shall perform all services hereunder as an Independent Service Provider on a nonexclusive basis and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or, master and servant or, employer and employee between the parties hereto or any affiliates or subsidiaries thereof or, to provide either party with the right, power or authority, whether expressed or implied to create any such duty or obligation on behalf of the other party. The selected bidder acknowledges that its rendering of services is

solely within its own control subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of the UCO Bank or any subsidiary or affiliate thereof.

- b. The selected bidder's personnel, employees, sub-contractors of the bidder etc. have no authority/ right to bind the customer in any manner. It is also clarified that the personnel or employees being provided by the selected bidder shall be employed solely by the bidder and governed by terms of the bidder's employment and the selected bidder shall be solely responsible and liable in the event of any adverse claim of whatsoever nature made on the UCO Bank by the employees/ sub-contractor of the selected bidder.
- c. The selected bidder shall be responsible for managing the activities of the personnel or the personnel of its subcontractors/franchisees and will be accountable for both. The selected bidder shall be vicariously liable for any acts, deeds or things done by the employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by the Bank. The selected bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by the bidder at UCO Bank establishments / sites and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under the purchase contract to be issued for aforesaid tender.
- d. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. of your company, for any assignment under the purchase contract to be issued for this tender. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of your company shall be paid by your company alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of your employee, agents, contractors, and subcontractors, etc. Your company shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of your employees, agents, contractors, subcontractors etc. However, the bidder selected would be given an opportunity to be heard by the Bank

prior to making of a decision in respect of such loss or damage.

45. Notification of Award: -

The finalization & selection of a tender, subject to eligibility compliance with all the terms and conditions will be communicated in writing by means of offer of contract/ service order at the address supplied by the bidder in the tender response. Any change of address of the Bidder, should therefore be promptly notified to UCO Bank, Corporate Communication Department, Head Office, 1st Floor, 10, B.T.M. Sarani, Kolkata-700001. The written offer of contract/ order issued to the successful bidder would need to be accepted by the bidder in writing within 7 days from the date of issue of the offer.

46. Confidentiality of the Bid Document: -

The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

47. Ownership and Retention of Documents: -

- a. Bank shall own the documents, prepared by or for the selected bidder arising out of or in connection with the contract.
- b. Forthwith upon expiry or earlier termination of the contract and at any other time on demand by Bank, the company shall deliver to Bank all documents provided by or originating from Bank/ Purchaser and all documents produced by or from or for the Company in the course of performing the Service(s), unless otherwise directed in writing by Bank at no additional cost.
- c. The selected bidder shall not, without the prior written consent of Bank/ Purchaser store, copy, distribute or retain any such documents.
- d. The selected bidder shall preserve all documents provided by or originating from Bank/ Purchaser and all documents produced by or from or for the Company in the course of performing the service(s) in accordance with the legal, statutory, regulatory obligations of UCO Bank/Purchaser in this regard.

48. Bank Reserves the Right to the Following:

Bank reserves its rights, without giving any reason whatsoever and without any cost or compensation thereof, to:

- a. Reject any or all proposals received in response to the RFP
- b. Reject the proposals received in response to the RFP containing any deviation.
- c. Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery.
- d. Extend the time for submission of proposal.
- e. Modify the RFP document, by an amendment that would be notified on the Bank's website.

49. Other Instructions: -

- a. The Bidder selected for the assignment should adhere to the quality standards, regulatory directions, guidelines in this regard.
- b. The Bidder selected for the assignment should treat all data as confidential and information about the Bank obtained in the execution of the proposed assignment, hold it in strict confidence and should not reveal such data / information to any other party without the prior written approval of the Bank.
- c. The proposal should be submitted strictly in the formats provided in this RFP document.
- d. The proposal should be free of overwriting/ corrections / alterations.
- e. All bids and supporting documentation shall be submitted in English only.
- f. The Bank will not return the bids/responses to the RFP received. The information provided by the bidder/s to the Bank will be held in confidence and will be used for the sole purpose of evaluation of bids.

50. Compliance with Applicable Laws of India: -

The selected bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all

consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

All the employees/sub-contractor deployed by the bidder for the publicity activity must comply with government 's rules and regulations like minimum wages act, Provident fund and ESIC facility standard, Contract Labours Act etc. (Proof of compliance and labour license needs to be submitted along with the quotation).

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Bank and its employees/officers/staff/personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

PARTICULARS OF ADVERTISING/PUBLICITY AGENCIES – (To be submitted by advertising agencies on their letter heads)

**General Manager,
Corporate Communication Department,
1st Floor, UCO Bank, Head Office,
10, BTM Sarani, Kolkata-700 001.**

Dear Sir/Madam,

We hereby offer to submit quotation for Brand Promotion/Publicity of UCO Bank through Traffic Cones in the city of Kolkata as per RFP Notice no. _____
_____. We unconditionally agree to abide by the Terms & Conditions specified therein.

Our brief profile is as under:

Sr.	Particulars	Details/Remarks
1	Name and contact details of agency	
2	Address of agency	
3	Contact and address details of Agency other offices, if any	
4	Legal status of agencies (Proprietor/Partnership/Private Ltd./Public Ltd.) Proof to be attached	
5	Year of establishment	
6	Name of Managing Director, Directors, top management / key personnel	
7	List of clients presently serving. (A comprehensive list of important clients, including those of PSU/ Government Client (Certificates / Testimonials to be enclosed)	
8	List of banks served in last 3 years	
	(Certificates / Testimonials to be enclosed)	

9	Have you served UCO Bank recently or in the past, if so, please attach suitable proof.	
10	<p>Infrastructure facility available with the agencies.</p> <ul style="list-style-type: none"> • Are you a full-service agency or limited-service agency? • No of persons working • Whether manufacturing facility of cones exist? If yes, location of factory. • Whether dedicated maintenance team exist for traffic cones? • Any other points to mention 	
11	<p>Financial details Total Billing for the past three years (Attached certified copy of Audited Balance sheet, P&L A/c and Income Statement)</p>	
12	PAN of the Agency	
13	GST of the Agency (Attach Copy)	
14	Tan No. (Attach Copy)	
15	Principal Banker & their Address	
16	DD Detail	
17	Any other information that the agency would like to submit	If needed, the agency can use separate sheets explaining these points

I/we hereby certify that all the particulars given above are correct and true to the best of my/our knowledge.

I/we certify that if appointed for empanelment, I/we shall appoint separate teams for any competing clients who are in the same business as UCO Bank to avoid clash of interests and maintenance of secrecy.

In case at any stage, it is found that the information given by me/us is false/incorrect, UCO Bank shall have the absolute right to take any action as deemed fit/ without any prior intimation to me.

(Signature of the Authorized person) _____

Full name of the Authorized person: _____

Designation: _____

Seal of the firm and date

ANNEXURE-IA

PRE-CONTRACT INTEGRITY PACT

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

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 acting through its Corporate Communication Department, represented by Authorised Signatory hereinafter referred to as the Buyer and the first party, proposes to engage advertising/publicity agency hereinafter referred to as Services.

And

M/s.....represented by.....Authorized signatory, (which term, unless expressly indicated by the Agreement, 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 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 Agreement for services of brand publicity through outdoor traffic cones 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 Agreement 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 Agreement 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.

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

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

5.4 Agents / Agency Commission

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

payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

- 6.1** The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder 's /Seller 's exclusion from the tender process.
- 6.2** If the Bidder /Seller makes incorrect statement on this subject, Bidder/Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

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

8. Sanctions for Violation

- 8.1** If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:
- (i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
 - (ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
 - (iii) To immediately cancel the Agreement, 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 affected till date of termination would be made in normal course.

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 Agreement according to Clause 8, or if the Buyer is entitled to terminate the Agreement 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. Independent External Monitor(s)

10.1 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).

10.2 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.

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

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

10.5 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.

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

10.7 The word "Monitor" would include both singular and plural.

11. Law and Place of Jurisdiction

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

12. Other Legal Actions

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

13. Integrity Pact Duration.

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

13.2 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.

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

14. Other Provisions

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

14.2 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.

14.3 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.

14.4 Nothing contained in this Integrity Pact shall be deemed to assure the

bidder / Seller of any success or otherwise in the tendering process.

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

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

17. The Parties here by sign this Integrity Pact.

BANK/BUYER	BIDDER
Signature :	Signature :
Name :	Name :
Designation:	Designation:
UCO Bank	Name of Org.
Office Seal	Office Seal
Place :	Place :
Date:	Date:

Witness	Witness
Signature :	Signature :
Name & Address:	Name & Address:
Signature :	Signature :
Name & Address:	Name & Address:

(On the letterhead of the Agency duly stamped and signed)

DECLARATION-CUM-CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN

This is certified that our agency does not owe any money to any civic authority/Govt. department/PSU organization/ Banks/RBI/IBA/any other Corporate/any regulatory authority on account of advertisement fee for more than 90 days and our Agency has not been blacklisted by any Central/State Government/Public Sector Undertakings/Banks/RBI/IBA/any other Corporate/any regulatory authority.

Further, this is to certify that our Agency does not have any legal, civil, criminal, taxation and other cases pending against the Company/Agency that may have an impact affecting or compromising the delivery of services required.

(AUTHORISED SIGNATORY)

NAME:

DESIGNATION

Financial Bid Submission Format

Annexure-III needs to be submitted in the Bidder's letter head duly stamped and signed by the company's authorized signatory.

The Financial bid must be submitted in a sealed envelope super scribed as **"Financial Bid - Selection of Advertising/Publicity Agency for Outdoor Advertisement through Traffic Cones FY 2021-22"**.

Dated:

..... To,
The General Manager, UCO Bank,
Corporate Communication Department, Head Office,
02nd Floor, 10, B.T.M.Sarani, Kolkata: 700001.

Sub: Financial Bid - Selection of Advertising/Publicity Agency for Outdoor Advertisement through Traffic Cones FY 2021-22

Dear Sir,

We do hereby submit our financial bid for selection of Advertising/Publicity Agency for Outdoor Advertisement through Traffic Cones FY 2021-22 that was sought for vide Letter No. UCO/CC/RFP/01/2021-22 dated.....

Minimum Quantity - 2000				
Sr. No.	Service Offered	Rent per month (In Rs.)	G.S.T. @ 18%	Gross Rate per month (In Rs.)
1	Traffic Cone Advertisement			
Total				

Thanking you,

Regards,

Signature: _____

Name: _____

Designation: _____

Location: _____

Annexure IV

Undertaking Letter on the vendor's letter head for Central Minimum Wages
Act & Labour Laws

To,

**General Manager
Corporate Communication Department
UCO Bank, Head Office
2nd Floor, 10, B.T.M. Sarani
Kolkata- 700001.**

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:

Ref: RFP for Supply, Delivery, Installation and Maintenance of Network devices" (RFP ref No. UCO/CC/RFP/01/2021-22 Date: 07/08/2021)

Further to our proposal dated in response to the Request for Proposal (Bank's tender No..... herein referred to as RFP) issued by Bank, we hereby covenant, warranty and confirm as follows:

In this regard we confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed by the vendor for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for noncompliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages /Salary stipulated by government in the Act by your company.

Yours faithfully,

Authorised Signatory

Designation Seal

Place:

Date:

Format of Bid Security Declaration

**To,
General Manager
Corporate Communication Department
UCO Bank, Head Office
2nd Floor, 10, B.T.M. Sarani
Kolkata- 700001.**

Sir,

Ref: RFP for Brand Promotion/Publicity through Traffic Cones in the city of Kolkata”
(RFP ref No. UCO/CC/RFP/01/2021-22 Date: 07/08/2021)

I/We,..... (Authorised Signatory of the Bidder) submitted by the undersigned on behalf of the Bidder(Name of the Bidder), either Sole or in Joint Venture, do hereby declare and accept the following:

(A) I/We understand according to your conditions, the bid must be supported by a Bid-Securing Declaration.

(B) I/We accept that (Name of the Bidder) will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Bank for the period of 2 years starting from the date of submission of the bid, if I/We are in breach of our obligation(s) under the Bid conditions, enumerated as under:

- a. if I/We withdraw the Bid during the period of validity i.e. 180 days from the Bid due date; or
- b. if I/We is/are awarded the Contract and fail to sign the Contract; or
- c. if I/We fail to submit an unconditional and irrevocable performance security before the deadline defined in the request for bid documents; or
- d. if I/We make any statement or enclose any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; or
- e. if I/We fail to submit the requisite documents as per the tender specification; or

- f. if I/We violate any of the provisions of the terms and conditions of this tender specification.

Yours faithfully,

Authorised Signatory

Designation

Seal

Place:

Date:

(On letterhead of the Bank/Company duly stamped and signed)

Date:

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s.....has satisfactorily completed the.....outdoor advertisement assignment of our bank/company during the period from to

(AUTHORISED SIGNATORY) NAME:

DESIGNATION: