

Zonal Office, Salt Lake

3 & 4 DD Block, 1st Floor, Sector-1, Salt Lake, Kolkata-64

Invites bids for Purchasing of total 40 No Gold Weighing Machine
for different Branches under Zonal Office Salt Lake

(Ref. Tender No-ZOSL/SEC/2023/79 dated 16/05/2023)

Disclaimer

While the document has been prepared in good faith, no representation or warranty, express or implied, is or will be made, and no responsibility or liability will be accepted by UCO Bank or any of its employees, in relation to the accuracy or completeness of this document and any liability thereof expressly disclaimed. The Tender is not an offer by UCO Bank, but an invitation for bidder's responses. No contractual obligation on behalf of UCO Bank, whatsoever, shall arise from the offer process unless and until a formal contract is signed and executed by duly authorized officials of UCO Bank and the Bidder.

This Tender is not exhaustive in describing the functions, activities, responsibilities and services for which vendor will be responsible. The bidders, by participating in this tender, implicitly confirm that if any functions, activities, responsibilities or services which are either not specifically described in this Tender or specifically described but has to undergo suitable changes/modifications due to regulatory/statutory changes and are termed necessary by the Bank for the proper performance of the Contract, such functions, activities, responsibilities or services (with applicable changes, if any) will be deemed to be implied by and included within the scope of services under this tender and Bidder's response to the same extent and in the same manner as if specifically described in this Tender and Bidder's response.

OBJECTIVES

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, and its Zonal Office, located at 3 & 4, DD Block Salt lake, Kolkata-700064, hereinafter called "the Bank", is one of the leading public sector Banks in India .

The Zonal Office, Salt Lake of UCO Bank wants to purchase **40 (forty numbers)** Numbers of **Gold Weighing Machine with transparent Cover** from reputed Original Equipment Manufacturer or authorized dealer of **OEM** (Letter of OEM is mandatory) for forty different Branches under this Zone through **Tender ortal**.

Accordingly, UCO Bank, Zonal Office Salt Lake invites response from reputed & experienced OEMs/ authorized dealers of OEMs with proven capabilities dealing in manufacturing & supply & installation of Gold Weighing Machine with transparent covers and having their own local offices/ Service centres in & around Kolkata. Only those bidders, who satisfy the eligibility criteria, mentioned in this RFP need to respond.

PART –I GENERAL TERMS AND CONDITIONS

1.1 Introduction

UCO Bank, Zonal Office Salt Lake invites tender comprising of Technical bid and Commercial bid from reputed & experienced OEM/ authorized dealer of OEM with proven capabilities dealing in manufacturing & supplying of Gold Weighing Machine with transparent covers for using in different Branches.

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

Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work. Unless expressly overridden by the specific agreement to be entered into between the Bank and the bidder, the Tender document shall be the governing document for arrangement between the Bank and the Selected bidder in terms of this **Tender** documents.

The Tender document may be obtained from UCO Bank, Zonal Office, Salt Lake located at 1st Floor, 3 & 4, D D Block, Kolkata-700064 on working days in person on submission of cost of the tender document. Also the Tender document may be downloaded from our website www.ucobank.com. The bidders downloading the document from Bank's website www.ucobank.com must pay the cost of the document, in a separate cover and properly superscribed, at the time of submission of the bids.

The details are given below:

Tender Reference	ZOSL/SEC/2023/79 - Dated 16/05/2023
Date of issue of Tender	16/05/2023
Cost of Tender Documents	Rs 500/- only
Earnest Money Deposit (EMD)	Rs 10,000/- (In the form of DD IN favour of UCO Bank)-refundable
Date of commencement of sale of tender document	17/05/2023
Last Date and Time for receipts of tender bids	31/05/2023 at 14.00 hrs
Opening of technical bids	31/05/2023 at 14.30 hrs
Opening of Price Bid	31/05/2023 at 15.30 hrs
Address of Communication	UCO Bank , Zonal Office, Salt Lake 3 & 4 DD Block, Salt Lake, Kolkata-700 064
Email address	zosaltlake.sec@ucobank.co.in
Contact Telephone/Fax Numbers	Tel :033-4455-9166
EMD-DD to be submitted	Tender box placed at above address

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

The Bid document shall be in two parts viz. Technical Bid & Commercial Bid. Bidders should also submit requisite Tender Fee and EMD amount in the form of DD

in favour of UCO Bank payable at Kolkata within the schedule time of last date for submission of bids.

The bidders should take care of submitting the bids by submitting the documents which should be readable without any clutter or fog or friction.

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

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

The Bids should be addressed to:

**The DGM & Zonal Head
Zonal Office Salt lake, UCO Bank
3 & 4, DD Block, Salt lake
Kolkata - 700 064**

UCO Bank is not responsible for non-receipt of response to TENDER within the specified date and time due to any reason including any technical glitch. In case the specified date of submission & opening of Bids is declared holiday in West Bengal under NI Act, the bids will be received till the specified time on next working day and Technical Bid will be opened at same time on the next day. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the target date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

1.2 Submission of Bid

- 1.2.1 Technical Bid should be duly signed by bidder/ authorized signatory in the letter pad of the bidder. Documents should be stamped & signed by bidder.
- 1.2.2 Bid should comply with the Scope of work as specified hereinafter.
- 1.2.3 The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with technical Bid.
- 1.2.4 The Technical bid should have compliance chart as per Annexures including documentary proof in support of Eligibility Criteria and Annexure C, D, E & F.
- 1.2.5 Commercial bid duly sealed and signed by the bidder/ authorized Signatory of bidder in the given format.
The Commercial bid should have compliance chart as per Annexure-B.
- 1.2.6 Incomplete bids or bids not conforming to the terms and conditions are liable for rejection by the Bank.

- 1.2.7 At any time, prior to deadline for submission of Tender , Bank may modify any of the terms & conditions and technical specifications at its sole discretion and the same will be available on Bank's website and the amendments shall be binding on the bidder. In case of any amendment, UCO Bank may extend the deadline for submission of response to this Tender in order to provide a reasonable time to the prospective bidders.
- 1.2.9 UCO Bank reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) as required by UCO Bank.
- 1.2.10 Any Technical Bid, submitted with incorrect information will be liable for rejection. Further, if any bidder is found to have submitted incorrect information at any time, he may be debarred from participation in the future tendering processes of Bank.
- 1.2.11 The Bank does not bind itself to accept the lowest or any Bid and reserves the right to reject any or all Bids at any point of time prior to the issuance of purchase order without assigning any reasons whatsoever.
- 1.2.12 The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- 1.2.13 The Bank reserves the right to modify any terms, conditions or specifications for submission of bids and to obtain revised Bids from the bidders due to such changes, if any at any time prior to completion of evaluation of technical bids from the participating bidders.
- 1.2.14 Canvassing of any kind or Bid submitted with false information will be a disqualification.
- 1.2.15 The bidder is required to guarantee that exchange rate fluctuations, changes in import duty and other taxes will not affect the Rupee value of the commercial bid over the price validity period.
- 1.2.16 Prices quoted by the Bidder shall be in Indian Rupees, and not subject to any price escalation, if the order is placed within the validity period.
- 1.2.17 Further, subsequent to the orders being placed, the Bidder shall pass on to the Bank all fiscal benefits arising out of reductions in Government levies if any. The Bank shall be under no obligation to accept the technical solution offered or the lowest or any other offer received in response to this Tender notice.
- 1.2.18 The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to cancel the entire Tender process

without assigning any reasons whatsoever at any stage of the Tender process without assigning any reason whatsoever.

1.2.19 The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.

1.2.20 Bids once submitted shall not be returned to the Bidder in future.

1.2.21 The technical bid shall be submitted strictly in conformity with the Scope of Work.

1.2.22 The Bank expects the selected bidder to adhere to the terms of this Tender document and would not like or accept any deviations to the same.

1.3 Earnest Money Deposit

The Bidder must submit Earnest Money Deposit (EMD) in the form of **DD/** Pay Order in favour of UCO Bank payable at Kolkata to the tune of **Rs 10,000/-** (Ten thousand only) to Zonal Head, Zonal Office, Salt Lake , 3 & 4 DD Block, Kol-64, WB.

Non-submission of EMD will lead to outright rejection of the bid of the bidder. The EMD of unsuccessful bidders will be returned to them on completion of the tender process. The EMD of successful bidder will be returned on submission of Performance Bank Guarantee as specified hereunder.

The EMD made by the bidder will be forfeited if:

1.4.1 The bidder withdraws his tender before processing of the same.

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

1.4.3 The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.

1.4.4 The bidder violates any of the provisions of the terms and conditions of this tender specification.

1.4 Rejection of the Bid

The Bid is liable to be rejected if:

1.5.1 The document doesn't bear signature of authorized person on each page signed and duly stamped.

1.5.2 It is not received as per the subject RFP.

1.5.3 It is received after expiry of the due date and time stipulated for Bid submission.

1.5.4 Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this NIT are liable for rejection by the Bank.

- 1.5.5 Bidder should comply with all the points mentioned in the Tender. Non-compliance of any point will lead to rejection of the bid.
- 1.5.6 Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- 1.5.7 **If cost of tender & EMD has not submitted.**
- 1.5.8 If price bid is not filled up properly.

1.5 Modification and Withdrawal of Bids

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidders, the EMD will be forfeited by the Bank.

1.6 Introduction and Disclaimer

This Tender document has been prepared solely to enable UCO Bank ("Bank") in defining the requirements for supply of 40 new GOLD WEIGHING MACHINE.

1.7 Information Provided

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

1.8 For Respondent Only

The Tender document is intended solely for the information to the party to whom it is issued 'Vendor' and no other person or organization.

1.9 Confidentiality

The tender document is confidential and is not to be reproduced, transmitted, or made available by the Recipient to any other party. The Tender document is provided to the Recipient on the basis of the undertaking of confidentiality given by the Recipient to Bank. Bank may update or revise the tender document or any part of it. The Recipient acknowledges that any such revised or amended document is received subject to the same terms and conditions as this original and subject to the same confidentiality undertaking.

The Recipient will not disclose or discuss the contents of the tender document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Bank or any of its customers, suppliers, or agents without the prior written consent of Bank.

1.10 Disclaimer

Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any

person acting on or refraining from acting because of any information, including forecasts, statements, estimates, or projections contained in this TENDER document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Bank or any of its officers, employees, contractors, agents, or advisers.

1.11 Costs Borne by Bidders / Vendors

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

1.12 No Legal Relationship

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

1.15 -Errors and Omissions

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

1.16 Acceptance of Terms

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

1.17 Tender Response

If the response to this tender does not include the information required or is incomplete or submission is through Fax mode or through e-mail, the response to the Tender is liable to be rejected.

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting Tender process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

1.18 Response Validity Period

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

Any other Zonal Office of our Bank may contact the L-I OEM/vendor of this tender & purchase order may be issued as per price quoted in this tender within one month from the date of purchase order issued by ZO, Salt Lake.

1.19-Notification

Bank will notify the outcome of the Tender evaluation process on Bank's website. Bank is not obliged to provide any reasons for any such acceptance or rejection.

1.20 Language of Bids

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

1.21 Indemnity

The bidder shall indemnify the Bank and be liable for any loss or damage suffered by the Bank due to malfunctioning of the system as supplied and installed by them. The total liability of the selected bidder shall not exceed the total cost of the order value.

1.22 Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond. **The bidder shall furnish proof of signature identification for above purposes as required by the Bank.**

1.23. Integrity Pact

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The integrity pact essentially envisage an agreement between the respective vendors/ bidders sellers, who commit themselves to Integrity pact (IP) with the bank would be considered competent to participate in the bidding process. In other words entering into this pact would be the preliminary qualification. In case of bids for the installation of Fire Hydrants not companied with signed IP by the bidders along with Technical bid, the offers shall be summarily rejected.

The essential ingredients of the Pact include :

- a) Promise on the part of the principal not to seek or accept any benefit , which is not legally available.
- b) Principal to treat all bidders with equity and reason,
- c) Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally.
- d) Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect of prices, specifications, certifications, subsidiary contract etc.
- e) Bidders not to pass any information provided by the Principal as part of business relationship to others & not to commit any offence under IPC Act.

Integrity pact, in respect of a particular contract shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidder and exclusion from future business dealings. IP shall cover all phases of contract from the stage of Tender(NIT) till the conclusion of the contract ie final payment or the duration of warranty. Format of IP is attached as Annexure-C

The following two Independent External Monitor (IEM) 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.

1. Shri Ranjan S katoch

**A-91, Alkapuri,
Bhopal, MP, PIN-462022**

(e-mail ID- rkatoch@nic.in)

2. Shri Hare Krushna Dash

**House No-829, Sector-8
Gandhinagar-382007, Gujrat**

(e-mail : hkdash184@gmail.com)

Part –II

2.1 Eligibility Criteria

The eligibility criteria to participate in bidding process are mentioned below. Only those bidders, who satisfy all the eligibility criteria as mentioned herein below, may respond. Document in support of all eligibility criteria are required to be submitted along with the Technical Bid.

Sl. No.	Pre-Qualifying Criterion	Documents to be submitted
1	The bidder should be registered as a company in India as per Company Act 2013.	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office
2	The bidder should have had an annual turnover of more than Rs. 10 Lakh during each of the last three financial years as evidenced by the audited accounts of the company / division.	Copy of the audited Balance Sheets for the preceding three years (i.e. preferably 2020-21, 2021-22 and 2022-23. If 2022-23 is not available , then last three preceding FY.)
3	The bidder should have made operating profit in any one of the last three financial years (i.e. 2019-20, 2020-21 and 2021-22).	Copy of the audited Balance Sheets for the preceding last three years.
4	The bidder should have provided at least 10 numbers Gold Weighing Machine to any	Copy of client certification for the same with name and contact details of signatory should be

	Bank CC / Financial Institution in last three years.	attached.
5	The bidder should not have been blacklisted /debarred for corrupt and fraudulent practices by Govt. organizations.	Self-declaration on the letter head.
6	The Bidder should have office or service centre in & around Kolkata for providing quick service.	Address of Office, Copy of Trade license/GST No issued for this office etc should be enclosed

Part –III

3.1 Evaluation Criteria

The objective of evolving this evaluation methodology is to facilitate the selection of the most quality-sum-cost effective solution that appropriately meets the requirements of the Bank as identified in this Tender.

There would be a two stage evaluation process.

The Stages are:

- I) Eligibility Criteria Evaluation & Technical Evaluation including Stress Test
- II) Commercial / Price bid Evaluation

3.1.1 Eligibility

The Eligibility would be evaluated first for the participating bidders. The bidders who would qualify all Eligibility Criteria as mentioned in clause 2.1, will be shortlisted for the Technical bid evaluation. A detailed technical evaluation would be undertaken for eligible bidders and only the technically qualified bidders would be shortlisted for commercial opening.

The bidder with the lowest commercial quote called Total cost of ownership (TCO) will be declared as L-1.

3.1.2 Evaluation Methodology

The objective of evolving this evaluation methodology is to facilitate the selection of the most cost-effective solution (Total Cost of Ownership) over a 6-year period that appropriately meets the requirements of the Bank identified in this Tender.

3.1.3 Technical Evaluation Process

In Technical evaluation process, the technical bid of only eligible bidders as per Eligibility Criteria in Part II, Clause 2.1 would be evaluated. The Technical evaluation will be done on the basis of comply chart provided by bidder as per **Scope of work in Part IV. The Bidder should comply all points in scope of work in Part IV.**

Non-compliance of any point either in scope of work or any technical requirements may lead to rejection from the further bidding process. After technical evaluation commercial bids of only technically qualified bidders will be opened.

3.1.4 Commercial /Price Bid evaluation process

The Commercial Bids of only technically qualified bidders will be opened and evaluated by the Bank and the evaluation will take into account the following factors:

3.1.3.1 **The L1 Bidder will be selected on the basis of the amount quoted for proposed 40 numbers of Gold Weighing Machine including Transparent Cover.**

3.1.3.2

3.1.3.3 The bidder will be solely responsible for complying with any applicable Export / Import Regulations. The Bank will no way be responsible for any deemed Export benefit that may be available to the bidder.

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

3.1.3.5 The Bidder needs to provide Unit costs for components and services; unit rates with applicable taxes would be considered for the TOC purposes.

3.1.3.6 In the event the vendor has not quoted or mentioned the component or services required, for evaluation purposes the highest value of the submitted bids for that component or service would be used to calculate the TOC. For the purposes of payment and finalization of the contract, the value of the lowest bid would be used.

PART –IV-SCOPE OF WORK

4. A. The scope of work of the bidder covers for supply , installation & commissioning of table top 40 numbers of Gold Weighing Machine.

B. SPECIFICATION- Features

1. Electronic Weighing Scale for Gold
2. Rated load/capacity - 500-1000 gm
3. Resolution (gms) – 10 mg
4. Display – LED/LCD
5. Number of display – Minimum 1
6. Speed measurement – At least 3 seconds
7. Tare provision – Manual/automatic
8. Power requirement – Mains operated/Battery operated
9. Power supply – Single phase
10. Battery backup – Yes
11. Backup time (hour) – 6-10
12. Battery type – Rechargeable
13. Types of sensing element – Load cell/EMFC
14. Number of load cell/EMFC – 1
15. Warranty – 1 year minimum
16. Conformity to Indian standards, IS : 9281-3 part I,II,III,IV (latest) – Yes
17. Overcharging protection – Yes
18. Alarm for overload and malfunctioning – Preferably yes
19. Dust proof cover - Yes

B. Warranty & AMC-

- i) Should have minimum **1(one) year warranty** on the new Gold Weighing Machine from the date of installation & commissioning of Gold Weighing Machine
- ii) The L-I OEM/ OEM authorized vendor should provide **3 (Three) years** comprehensive **Annual Maintenance Contract** after expiry of warranty period at the rate of 10% of basic price of **GOLD WEIGHING MACHINE** per Annum.

D. Turn Around Time (TAT)

The turn around time of service engineer of any OEM/ vendor will be **72 hrs** after call lodge of concerned Branch. If the service engineer failed to visit/ provide support beyond 72 hrs, the OEM/vendor will be penalized for **Rs 500/- per day**.

E. Training/Demonstration

The selected OEM/ Vendor should provide proper **physical** demonstration/ training of the Gold Weighing Machine to Bank's staff, free of cost . In case of any training/ user video is available it may be supplied to us free of cost.

F. Scope of Outsourcing / Engagement of Third Party

The selected L-I bidder will have no scope under any circumstances to outsource the service or engagement of third party for the service.

G. Modification of Scope of Work

Bank may modify the scope of work at its own discretion at any point of time.

H. Delivery of Gold Weighing Machine

At the time of issuing of purchase order, names and addresses of identified eight branches for eight new GOLD WEIGHING MACHINE. The L-I bidder has to deliver the GOLD WEIGHING MACHINES to these identified eight branches. After installation & commissioning of new GOLD WEIGHING MACHINES, concerned Branch Head / ABH will sign on installation certificate.

PART-V

5.1 Order details

The work order will be placed by Zonal Office, Salt Lake, UCO Bank to the selected L-I OEM/vendor. The payment will be made by concerned branch where the GOLD WEIGHING MACHINES will be installed.

After receiving the work order, the selected L-I bidder has to sign **Service Level Agreement (SLA)** with the Bank at the earliest as per terms & conditions of this Tender.

5.2 Performance Bank Guarantee

The selected bidder, within 21 days from the date of work order will have to furnish a Performance Bank Guarantee, format as Annexure A, issued by any scheduled commercial bank equal to 5% of the order value valid for three years from the date of work order. Upon furnishing the Performance Bank Guarantee, the EMD of the selected bidder shall be returned.

The Performance Bank Guarantee shall act as a security deposit and either in case the prime vendor is unable to start the project within the stipulated time

or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Prime Vendor is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time.

5.3 Commissioning

- 5.3.1 After issuance of work order the selected bidder should commence the job immediately & within **2-4 weeks** installation should be completed.
- 5.3.2 If however, the delay is caused by any action pending from the Bank end, the corresponding period will not be considered while calculation of delay period.
- 5.3.3 The Bidder shall be responsible for providing all necessary equipment of NSM.
- 5.3.4 Any license, if required, need to be provided by the successful bidder.
The successful bidder is solely responsible for any legal obligation related to licenses during providing service.

5.4 Payment Terms

Bank will make the payment subject to signing of the Service Level Agreement & submission of BG and completion of commissioning with the signatory of Zonal Office Salt lake as per the terms & conditions of the subject tender.

- 5.4.1 The payment will be made by concerned branches after successful installation & commissioning of Gold Weighing Machine

5.5 Price Bids

The Price Bid also must include all applicable taxes such as GST.

Prices quoted by the selected bidder shall be in **Indian Rupees only**.

5.6 Liquidated Damage

Any delay in commissioning of the NSM beyond the mentioned time, Bank will charge penalty at 1 % of the order value for the hiring charge.

The bank may at its discretion also waive or reduce the penalty if the reasons for delay are considered to be justified.

If Bidder fail to provide NSM, 10% of the total cost will be deducted from payment of other link or from Performance Bank Guarantee.

5.8 Force Majeure

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

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics,
- Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,
- Terrorist attacks, public unrest in work area,

Provided either party shall within ten (10) days from the occurrence of such a cause notify the other in writing of such causes. The Selected bidder or the Bank shall not be liable for delay in performing his / her obligations resulting from any Force Majeure cause as referred to and / or defined above.

5.9 Completeness of the Project

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

5.10- Order Cancellation

The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- Delay in commissioning / implementation / beyond the specified period.
- Serious discrepancy in the quality of service expected during the implementation, rollout and subsequent maintenance process.
- In case of cancellation of order, any payments made by the Bank to the Vendor would necessarily have to be returned to the Bank, further the Vendor would also be required to compensate the Bank for any direct loss suffered by the Bank due to the cancellation of the contract/purchase order and any additional expenditure to be incurred by the Bank to appoint any other Vendor. This is after repaying the original amount paid.
- Vendor should be liable under this section if the contract/ purchase order has been cancelled in case sum total of penalties and deliveries equal to exceed 10% of the TCO.

5.12 Indemnity

Vendor shall indemnify, protect and save the Bank and hold the Bank harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from (i) an act or omission of the Vendor, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract, (ii) breach of any of the terms of this TENDER or breach of any representation or warranty by the Vendor, (iii) use of the deliverables and or services provided by the Vendor, (iv) infringement of any patent, trademarks, copyrights etc. or such other statutory infringement of all components provided to fulfil the scope of this project. Vendor shall further indemnify the Bank against any loss or damage to the Bank premises or property, loss of life, etc., due to the acts of the Vendor's employees or representatives. The Vendor shall further indemnify the Bank against any loss or damage arising out of claims of i infringement of third-party copyright, patents, or other intellectual property, and third-party claims on the Bank for

malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) the Bank notify the vendor in writing immediately on becoming aware of such claim, (ii) the Vendor has sole control of defence and all related settlement negotiations, (iii) the Bank provides the Vendor with the assistance, information and authority reasonably necessary to perform the above, and (iv) the Bank does not make any statement or comments or representations about the claim without prior written consent of the Vendor, except under due process of law or order of the court. It is clarified that the vendor shall in no event enter into a settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the Bank (and/or its customers, users and service providers) rights, interest and reputation.

Vendor shall be responsible for any loss of life, etc, due to acts of Vendor's representatives, and not just arising out of gross negligence or misconduct, etc., as such liabilities pose significant risk.

Vendor should take full responsibility for its and its employee's actions.

The vendors should indemnify the Bank (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

- Non-compliance of the vendor with Laws / Governmental Requirements
- Non-functioning of equipments fitted with NSM more than one week.
- Negligence and misconduct of the Vendor, its employees, and agents
- Breach of any terms of Tender,
- Act or omission in performance of service.

Indemnity would be limited to court; tribunal or arbitrator awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

The vendor shall not indemnify the Bank for

(i) Any loss of profits, revenue, contracts, etc.

(ii) Any consequential or indirect loss or damage however caused, provided that the claims against customers, users and service providers of the Bank would be considered as a "direct" claim.

5.13 Publicity

Any publicity by the Selected bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

5.14 Privacy & Security Safeguards

The Selected bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the Selected bidder under this contract or existing at any Bank location. The Selected bidder shall develop procedures and implementation plans to ensure that any data and sensitive information

regarding remittance of cash shall not publish or disclose in any manner, without the Bank's prior written consent.

5.15 Technological Advancements

The Selected bidder shall take reasonable and suitable action, taking into account economic circumstances, at mutually agreed increase / decrease in charges, and the Service Levels, to provide the Services to the Bank at a technological level that will enable the Bank to take advantage of technological advancement in the industry from time to time.

5.16 Guarantees

Selected bidder should guarantee that all the material as deemed suitable for the NSM along with equipments, are licensed and legal.

5.17 Resolution of Disputes

The Bank and the supplier Vendor shall make every effort to resolve amicably, by direct informal negotiation between the respective project directors of the Bank and the Vendor, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project director and Vendor project director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately refer the dispute to the senior authorised personnel designated by the Vendor and Bank respectively.

If after thirty days from the commencement of such negotiations between the senior authorised personnel designated by the Vendor and Bank, the Bank and the Vendor have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator: acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. The award of the Arbitrator shall be final and binding on the parties. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings and the venue of the arbitration shall be Kolkata.

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be first transmitted by facsimile transmission by postage prepaid registered post with acknowledgement due or by a reputed courier service, in the manner as elected by the Party giving

such notice. All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, or (ii) the expiry of five days after posting if sent by registered post with A.D., or (iii) the business date of receipt, if sent by courier.

This Tender document shall be governed and construed in accordance with the laws of India. The courts of Kolkata alone and no other courts shall be entitled to entertain and try any dispute or matter relating to or arising out of this Tender document. Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

5.18 Exit Option and Contract Re-Negotiation

The Bank reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

- Failure of the Selected bidder to accept the contract / purchase order and furnish the Performance Guarantee within 30 days of receipt of purchase contract,
- Serious discrepancy in functionality to be provided or the performance levels agreed upon, which have an impact on the functioning of the Bank.
- Serious discrepancy in providing required Service regarding remittance of cash.

In addition to the cancellation of work order, Bank reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Selected Bidder.

The Bank will reserve a right to re-negotiate the price and terms of the entire contract with the Selected Bidder at more favourable terms in case such terms are offered in the industry at that time for projects of similar and comparable scope and quality.

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

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

5.19 Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

"Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

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

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

5.20 Termination

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

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

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

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

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

5.21 Effect of termination

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

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

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

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

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

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

5.22 Arbitration

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

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

5.23 Applicable law & Jurisdiction of court

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

5.24 Non-Assignment Clause

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

To
The Dy General Manager & Zonal Head
Zonal Office, Salt Lake
UCO Bank
3 & 4 DD Block, Salt lake,
Kolkata-64

Sir,

Sub: Supply & installation of 40 new Gold Weighing Machine

In response to the NIT (Bank's Tender No- ZOSL/SEC/2023-24/79 dated 16/05/2023) herein after referred to as **"Tender"** issued by ZO Salt Lake, UCO Bank, we hereby covenant, warrant and confirm as follows:

The documents of the proposal submitted by us in response to the subject Tender and the related addendums and other documents including the changes made to the original tender documents issued by the Bank, conform to and are identical with the Tender required to be submitted by us, in all respects.

The price quote in the commercial template in Annexure D valid for a period of 1 year with a scope for extension of another 1 year from the date of Tender response process closes by signing Service Level Agreement with Bank.

Yours faithfully,

Authorised Signatory
Designation
(OEM-Bidder's Corporate Name/ authorized dealer of OEM)

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

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

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

2. We[indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from Purchaser stating that the amount claimed is due by way of loss or 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 Purchaser any money so demanded notwithstanding any dispute or disputes raised by the VENDOR in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the VENDOR for payment there under and the VENDOR shall have no claim against us for making such payment.

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 have been fully paid and its claims satisfied or discharged or till Purchaser 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 Purchaser that Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said VENDOR from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said VENDOR and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said VENDOR or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said VENDOR or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the VENDOR.

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 Purchaser in writing. Notwithstanding anything contained herein:

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

ii) This Bank Guarantee shall be valid upto and

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

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

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

NOTE:

1. Selected vendor should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.

2. Bank guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

Annexure-C

(Ref- ZOSL/SEC/2023-24/79 dated 16/05/2023)

Price Bid Format

<u>SI No</u>	<u>Description</u>	<u>Cost (including GST)</u>
1	Price of new Gold Weighing Machine as per Scope of Work (01 unit)	RsX 40= Rs
2.	Charge of comprehensive AMC for three years @ 10% of basic price of GOLD WEIGHING MACHINE (SI No-1) per Annum	RsX 40 = Rs
	<u>Total ownership cost (1+2)</u>	Rs

Total Ownership Cost Rs in Words.....

Note:

1. In case of discrepancy between figures and words, the amount in words shall prevail.
2. Bidders should strictly quote in the format and for periods as mentioned above. No counter condition/assumption in response to Price bid will be accepted. Bank has a right to reject such bid. The actual cost of Octroi, if applicable will be reimbursed as applicable.

Annexure-E

Letter of Undertaking & Indemnity

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

To

UCO Bank

Central Security Department

Head Office

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

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

- 4) In case we fail to pay the losses, damages and expenses as claimed and demanded by the Bank, Bank shall be entitled to recover the amount by invoking security deposit.
- 5) This Letter of Undertaking & Indemnity shall survive the Agreement entered into between the Bank and us.

Dated, this.....day of20

.....

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

.....

(Signature of the Authorized Signatory of Bank)