

TENDER

FOR

ENGAGEMENT OF COURIER AGENCY FOR
DELIVERY OF
CHEQUES IN
KOLKATA ZONE,
UCO BANK
KOLKATA

Dated – 13/02/2019

Tender No. 613/2018-19

ASSISTANT GENERAL MANAGER
KOLKATA ZONE
UCO BANK
1ST FLOOR
3 & 4, DD BLOCK, SECTOR -I
SALT LAKE, KOLKATA – 700 064

ENGAGEMENT OF COURIER AGENCY FOR DELIVERING CHEQUES

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ENGAGEMENT OF COURIER AGENCY FOR DELIVERING CHEQUES

Instruction to Bidders (ITB)

Name of Work: Engagement of courier agency for delivering CHEQUES to Branches of KOLKATA ZONE, UCO BANK.

1.0 UCO BANK, ZONAL OFFICE, KOLKATA invites sealed offers (in two bid, super scribing as Technical Bid and Price Bid in Two separate envelopes) from reputed Courier Agencies having minimum seven years experience in the field, as under for engaging Courier Agency for delivering of CHEQUES to various Branches of Kolkata Zone.

Sl no	Type	Description
1	Name of Work	Engagement of Courier Agency for delivering Cheque
2	Earnest Money Deposit(EMD)	Rs.10000.00 by way of DD favouring UCO BANK
3	Pre Bid Meeting	On 28/02/2019 on 1500 hrs onwards at Kolkata Zone, UCO Bank , Salt Lake
4	Last date of submission of tender documents	12/03/2019 up to 1500 hrs
5	Deposit of EMD	Along with Technical Bid
6	Opening of Technical Bid	On 12/03/2019 at 1530 hrs
7	Opening of Financial Bid	To be intimated separately to the qualified bidders.

The bids are to be downloaded from UCO Bank's website <http://www.ucobank.com> The bidders are requested to submit their bids prior to last date of submission to avoid any technical or other difficulty resulting in non-submission of their bids due to any reason whatsoever. The last date and time of submission of bids will not be extended due to the hanging of the system or congestion due to internet at the end of the bidders at the time of downloading tender. Bids submitted online will not be entertained. UCO BANK reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever.

2.0 Submission of bids-

2.1 Technical Bid:

2.1.1 The bidder will have to deposit EMD of Rs. 10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft drawn on any Nationalized/Schedule bank in favour of "UCO BANK" payable at Kolkata along with "Technical Bid" envelope.

Signature of the Bidder with Date & Company Seal Pre Bid Meeting On
28/02/2019 Last Date of submission of tender- 12/03/2019
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2.1.2 The technical information has to be prepared very carefully as indicated in the tender document since it will be the basis for the pre-qualification of bidders. Only relevant and to the point information/document should be enclosed. Failure to provide any required information, may lead to the rejection of the offer. Bidders must read the tender document very carefully before signing. Technical formats i.e. all Annexure, relevant supporting documents and all pages of tender document must be signed by hand of the authorized representative along with date as token of acceptance of the terms & conditions of tender, copy in favor of person signing the document in support of authorization/Power of Attorney, whichever is applicable should be enclosed by the bidder.

2.2 Financial Bid:

2.2.1 This envelope shall consist of financial format/schedules which must be signed by the authorized representative along with date. The rates as given in the schedule shall quote in figures and the rates must be inclusive of all taxes (except GST) in financial bid. The bidder is required to check the prices/amount carefully before submission of financial bid. GST will be paid by the Bank, as applicable.

3.0 Not more than one tender shall be submitted by one contactor or contractors having Business relationship. A breach of this condition will render the tenders of both parties liable to rejection.

4.0 Conditional bids would be summarily rejected.

5.0 In case no bid or single bid is received, or any other reason whatsoever, UCO BANK may at its sole discretion cancel the whole tendering process or extend the last date and time of submission of the bid.

6.0 Pre-bid Meeting:

6.1 For any clarification on the Bidding Document, a pre bid meeting will be held on 28/02/2019 at 1500 Hrs. at KOLKATA ZONE, UCO BANK, 3 & 4, DD Block, Sector –I, Saltlake City, Kolkata - 700064

7.0 Any separately submitted discount letter on the financial price shall not be considered by UCO BANK and shall be a ground for disqualification. Evaluation of financial bid shall be considered only on the quoted price in the financial bid submitted by the bidders. Bid Evaluation Criteria at Annexure–VII of the Bidding Document shall be the basis for evaluation of tenders.

8.0 Earnest Money Deposit (EMD):

Bidder should pay specified amount towards Earnest Money deposit as follows:

8.1 Rs.10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft drawn on any Nationalized /Schedule bank in favour of "UCO BANK. " payable at Kolkata. Offers not accompanied with prescribed EMD will be ignored straightway.

8.2 EMD will not carry any interest.

8.3 EMD will be refunded to the unsuccessful bidders after finalization of the bid and EMD of successful bidder shall be adjusted against Security Deposit after acceptance of entire terms and conditions mentioned in the tender document.

8.4 The Earnest Money Deposit submitted by the bidder may be forfeited if,

- a. Successful bidder fails to accept the terms and conditions mentioned in the Agreement within specified time as per intimation/request of the UCO BANK,
- b. Successful Bidder withdraws his tender or backs out after acceptance,
- c. Bidder withdraws his tender before the expiry of validity period stipulated in the bidding document,
- d. Bidder violates any of the terms and conditions of the tender,
- e. Bidder revises any of the items quoted during the validity period,
- f. Bidder is found to have indulged in fraudulent practices in the bid submission process.

9.0 SCOPE OF WORK FOR DELIVERING OF CHEQUES ETC.

Description of Work

9.1 To collect CHEQUES from various Branches across KOLKATA ZONE and deliver the same to Service Branch at 2, India Exchange Place, Kolkata – 700001. Simultaneously return Cheques will be collected from Service Branch and will be delivered the same to respective Branches.

9.2 The bidder quoting the lowest consolidated rates offered at Annexure-XII would be considered for award of work.

ENGAGEMENT OF COURIER AGENCY FOR DELIVERING CHEQUES

9.3 Payment in each month will be released through NEFT within 30 days after completion of respective month on satisfactory completion of the delivery and submission of bills along with the proof of delivery of CHEQUES. The requisite bank details to release payment NEFT will be asked for from the successful bidder at the time of award of contract.

9.4 UCO BANK reserves the right to deduct any proportionate amount from contractor payment on account of insufficient/unsatisfactory work and or willful/careless execution of job.

9.5 Since the work is of specialized nature, the contractor shall employ well-experienced suitable expert staff for the all working days. If necessary, bidders have to ensure that suitable staff for this job shall also work on Saturdays/Sundays/Holidays as and when required by UCO Bank without any extra payment.

10.0 CRITERIA FOR PRE-QUALIFICATION-

Agencies fulfilling pre-qualification criteria will be considered. The eligibility criteria for pre-qualification of bidder are as under:

Weightage selection criteria will be as under.

SCORING CHART

Sl. No.	Criteria	Weightage
1.0	Courier agencies having annual turnover of more than Rs.1.00 crores during the last three years ending 31.03.2018	10
1.1	Courier agencies having annual turnover of equal to Rs.0.50 crores and up to Rs.1.00 crores during the last three years ending 31.03.2018. (Weightage will be zero if Vendor is having less than Rs.0.50 crores turn over)	05
2.0	Courier agencies having experience of -07- years and above. (Certificate of incorporation, Memorandum /Article of Association along with documentary proof to be enclosed	10
2.1	Courier agencies having experience of equal to -05- years but less than -07- years	05
3.0	Courier agencies currently empanelled with more than -05- PSU Banks/public sector Organisations (Documentary Proof of empanelment/work order or client certificate can be enclosed)	15
3.1	Courier agencies currently empanelled with not less than -02- and up to 5 PSU Banks/public sector Organisations.	10

Signature of the Bidder with Date &
Company Seal Pre Bid Meeting On
28/02/2019 Last Date of submission of
tender- 12/03/2019

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4.0	Courier agencies earning profit continuously for last -03- years. (Audited balance sheet to be attached of FY 2015-16,2016- 05 17 &2017-18)	05
5.0	Courier agencies Should be able to provide 24X7 customer service helpline and support (Details to be furnished in company letter head).	05
6.0	Maximum Marks.	65

Minimum qualifying marks will be 45 (Forty five).

Signature of the Authorised Person.

Name:

Name & Address of the Courier:

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..... IMPORTANT

NOTE:

- a. The bidder should submit self-certified address proof of courier services facilities . A self-declaration to be submitted at the time of submission of Technical bid.
- b. The bidder should have valid income tax Pan No., Tin No., Company Registration No., GST Registration No. (Self-certified photocopies to be attached).
- c. The bidder shall submit authenticated documentary proof in support of financial turnover certificates/annual audited reports of last 03 consecutive years certified by Chartered Accountant.
- d. The bidder shall submit signed and copy of PO copies/Work order copies/ completion or performance certificate issued by the client in support of satisfactory completion of work relating to delivery of Cheques during last 03 years.
- e. The bidder should submit signed copy of Tender Acceptance Letter (Annexure-II).**

f. The bidder should submit signed and copy of detailed profile of the Organization, (giving list of jobs carried out within last -03- years, names & addresses of the clients, value of work etc).

g. The bidder should submit signed copy of partnership firm/partnership deed, if any.

h. The Bidder should have adequate trained and experienced manpower, latest equipment etc. for smooth execution of work.

i. The Contractor/bidder should have a Registered Office/Branch in Kolkata/Dumdum/Bidhannagar/Howrah.

j. The contractor/bidder should also intimate official e-mail address and telephone no. for all communications in order to avoid loss of time.

k. Offers of Bidders who are under suspension/banned/black-listed by any PSU/Govt. Departments/PSU Banks/or otherwise shall not be considered. Further, if any of the partners/directors of the contractor's organization/firm is blacklisted or having any criminal case against him, his tender shall not be considered. An Undertaking to this effect should be submitted.

l. UCO BANK reserves the right to request for any further documents/certificate/clarification from the bidder/contractor relevant to above qualifying criteria and the same must be submitted within stipulated time of receipt of any such communication from UCO BANK, failing which suitable action shall be taken by UCO BANK.

m. The bidder may be summarily disqualified in case of non-submission of required Documents.

11.0 Contract Period:

The contract period shall be 12 months from the date of Lol/Work Order.

12.0 Award of Work:

UCO BANK reserves the right to split the job into two or more parts and to award the work to separate agencies/bidders subject to the work experience and fulfilment of other terms & conditions and specifications to the suitability of UCO BANK.

13.0 Acceptance / Rejection of Bid

UCO BANK also reserves the absolute right to reject any or all the Bids at any time solely based on the past unsatisfactory performance by the bidder(s). The opinion/decision of UCO BANK regarding the same shall be final and conclusive.

GENERAL CONDITIONS OF CONTRACTS (GCC)

1. Downloading Bid document from the website

The Bidder may download Tender Document along with terms and conditions from UCO BANK website www.UCO BANK.com home page by clicking tendering section, <http://www.bankofbaroda.com/tenders.aspx>. Bidder must keep track of any corrigendum and/or addendum or any change in the schedule or any other relevant information issued in respect of the subject tender by UCO BANK.

2. Amendment to Bid documents

At any time prior to the deadline for submission of Bids, UCO BANK may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment/addendum/corrigendum.

i. The corrigendum/amendment will be issued /published in website <http://UCO BANK.com> only. Bidders shall be solely responsible to check the website for the amendment issued in shape of Corrigendum and/or Addendum up to last date of submission of bid.

3. Clarification on Bids

3.1 To assist in the examination, evaluation and comparison of the technical bids, UCO BANK may, at its discretion, ask the Bidder for a clarification on its Bid. No change in price of the Bid shall be sought, offered or permitted. If required, UCO BANK reserves the right to ask the bidders to submit supplementary documents to support the documents already submitted by the bidder.

3.2 UCO BANK reserves the right to conduct joint post bid discussion after opening the technical bids, for clarification on technical bid and may amend the technical bid requirements so as to bring all the bidders on to a common platform. In case of any alteration in the technical bid requirements, all the bidders shall be given equal opportunity to submit supplementary price offers for that item in which alterations have been made. The supplementary offer must indicate the amount which shall be added to or subtracted from the original price offered for that item. Both the original and the supplementary offer shall be evaluated jointly.

4. Execution of Contract Agreement

The successful bidder's responsibility under this contract commences from the date of issue of the Letter of Intent /work order by UCO BANK. The Bidder shall submit an unqualified acceptance to the Letter of Intent/Work order within the period stipulated therein. The successful bidder has to sign each and every page of the Agreement along with company seal, if any (Annexure- X)

as a proof of acceptance of entire terms and conditions mentioned in the tender document and upload the same.

5. Abnormal Rates

The bidder is expected to quote rate after careful analysis of cost involved considering all specifications and conditions of contract. In case it is noticed that the rates quoted by the bidder are unusually high or unusually low, it will be a sufficient ground for rejection of the tender unless the reasonableness of the rates is convincing. For scrutiny, the analysis for such rates is to be furnished by the bidder on demand.

6.0 INSTRUCTIONS:

6.1 The General Conditions of Contract form part of the Tender specifications. All pages of the tender documents shall be duly signed by hand of the authorized representative, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as required in the following pages.

6.2 Bidders are advised to study the entire tender document carefully. Any submission in tender shall be deemed to have been done after careful study and examination of the tender documents and with full understanding of the implications thereof. Should the bidder have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the scope of work or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., bidder shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Bidder's request for clarification shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

7. Data to be enclosed

7.1 Full information shall be given by the bidder in respect of the following. Non-submission of this information may lead to rejection of the offer.

7.2 Income Tax Permanent Account Number: Certified copies of Permanent Account Numbers (PAN) as allotted by Income Tax Department for the Company/Firm/Individual Partners, Tender Acceptance Letter etc. shall be furnished along with tender.

7.3 An attested copy of the Power of Attorney/Authorization letter, in case the tender is signed by an individual other than the sole proprietor.

7.4 Proof of Turnover.

7.5 Proof of GST, PAN No. and TIN No. etc.

7.6 The bidder shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words.

7.7 All entries in the tender shall either be typed or written legibly in ink.

Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the bidder.

8. Price Discrepancy

8.1 In the case of financial bid opening, if there are differences between the rates given by the bidder in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:

8.2 If there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.

9. Evaluation of Bids

9.1 Technical bids submitted by the bidder will be opened first and evaluated for fulfilling the Pre-qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted along with the offer.

9.2 Financial bids of shortlisted bidders shall only be opened through financial bid opening.

9.3 Financial bids of unqualified bidders shall not be opened.

9.4 Conditional bids may be rejected by UCO BANK. The technical evaluation shall be made strictly on the basis of the documents submitted by the bidders in support of the eligibility, the technical and commercial response. All the required information shall be furnished strictly in prescribed schedules/Annexure only. Any information indicated other than prescribed schedules/Annexure shall not be entertained. The financial evaluation shall be made on the basis of the total price/charges as indicated in the schedule of rates/ financial. UCO BANK is not bound to accept the lowest quoted offer. Conditions, if any, on any document enclosed with financial Bid shall not be considered. UCO Bank's decision in this regard shall be final and binding.

10. Security Deposit

Upon acceptance of Tender, the successful Bidder is required to deposit an amount Rs. 50,000/-, as Security Deposit. The Security Deposit should be furnished before commencement of the work by the contractor. Security Deposit may be furnished in any one of the following forms:-

10.1 Demand Draft in favour of UCO BANK.

10.2 The Security Deposit shall not carry any interest.

10.3 The validity of Security Deposit shall be upto the completion period as stipulated in the Letter of Intent/Work Order and the same shall be kept valid till the acceptance of Final Bills of the Contractor, by UCO BANK.

10.4 UCO BANK reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contracts with UCO BANK.

11. Return of Security Deposit

Security Deposit shall be released to the Contractor after deducting all expenses /other amounts due to UCO BANK, if any, after completion of the contract.

12. Validity of Offer

The rates in the Tender shall be kept open for acceptance for a minimum period of 90 (ninety) days from latest due date of offer submission (including extension, if any). In case UCO BANK calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenders.

13. Rejection of Tender and Other Conditions

13.1 UCO Bank reserves the right to accept or reject the tenders without assigning any reason whatsoever.

13.2 Conditional tenders, unsolicited tenders, tenders which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected. Tenders are liable to be rejected in case of unsatisfactory performance of the bidder with UCO BANK or bidder who do not comply with the latest guidelines of Ministry/Commissions of Govt. of India. UCO BANK reserves the right to reject a bidder in case it is observed that they are overloaded and may not be in position

to execute this job as per the required schedule. The decision of UCO Bank will be final in the regard.

13.3 If a bidder who is a proprietor expires after the submission of his tender or after the acceptance of his tender, UCO BANK may at their discretion, Cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, UCO BANK may then cancel such tender at their discretion, unless the firm retains its character.

13.4 If the bidder gives wrong information in his tender, UCO BANK reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.

13.5 Canvassing in any form in connection with the tenders submitted by the Bidder shall make his offer liable to rejection.

13.6 In case the proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in UCO BANK, the authority inviting the Tender shall be informed of the fact as per specified format as per relevant annexure attached along with the offer.

13.7 The successful bidder should not sub-contract part or complete work detailed in the tender specification undertaken by him.

13.8 The Tender submitted by a techno commercially qualified bidder shall become the property of UCO Bank who shall be under no obligation to return the same to the bidder. However, unopened financial bids and late tenders shall be returned to the bidders.

13.9 Discount letter, if any on financial price shall not be considered by UCO BANK.

13.10 UCO BANK shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

14. Cancellation of Contract in Full or in Part

UCO BANK at its sole discretion can terminate the contract at any time during the period of contract, If the Contractor:

14.1 At any time makes defaults in proceeding with the works with due negligence and continues to do so even after a notice in writing from the UCO BANK.; or

14.2 Commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within 5 days after a notice in writing is given to him in that behalf by the UCO BANK.; or

14.3 Violates any of the terms and conditions stipulated in the agreement/tender document.

15. Law Governing the Contract and Court Jurisdiction

The contract shall be governed by the law for the time being in force in India. The civil court having original civil jurisdiction at Kolkata shall have an exclusive jurisdiction in regard to all claims in respect of the Contract. No other civil court shall have jurisdiction in case of any dispute, under this contract.

16. Commencement of Work

16.1 The contractor shall commence the work as per the time indicated in the Letter of Intent/Work Order from UCO BANK and shall proceed with the same with due expedition without delay.

16.2 If the contractor fails to start the work within stipulated time as per LOI/Work Order or as intimated by UCO BANK at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with UCO BANK will stand forfeited without any further reference to him and without prejudice to any and all of UCO BANK's other rights in this regard.

16.3 All the work shall be carried out under the direction and to the satisfaction of UCO BANK.

17. Rights of UCO BANK

17.1 UCO BANK reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

17.2 To terminate the contract or get any part of the work done through other agency or deploy UCO BANK's own/hired/otherwise arranged resources, at the risk and cost of the contractor after due notice period of two weeks by UCO BANK in the event of:

- (i) Contractor's continued poor progress
- (ii) Withdrawal from or abandonment of the work before completion of the work
- (iii) Contractor's inability to progress the work for completion as stipulated in the contract
- (iv) Poor quality work

- (v) Corrupt act of Contractor
- (vi) Insolvency of the Contractor
- (vii) Persistent disregard to the instructions of UCO BANK
- (viii) Assignment, transfer, sub-letting of contract without UCO Bank's written permission
- (ix) Non fulfilment of any contractual obligations
- (x) In the opinion of UCO BANK, the contractor is overloaded and is not in a position to execute the job as per required schedule.

18. Force Majeure

The following shall amount to Force Majeure:

18.1 Acts of God, act of any Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, flood, Fire, Cyclones, Earth quake and Epidemic and other similar causes over which the contractor has no control.

18.2 If the contractor suffers delay in the due execution of the contractual obligation due to delays caused by force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the contractor shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to UCO BANK in writing the causes of delay and the contractor shall not be eligible for any compensation.

19. Arbitration & Reconciliation

19.1 In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision by the contractor in any manner touching upon the contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by UCO BANK.

19.2 The award of the Arbitrator shall be binding upon the parties to the dispute.

19.3 Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be held at Kolkata and the language of the proceedings shall be in English. Subject to the above, the Courts at

Kolkata alone shall have the jurisdiction to deal any disputes between the Parties pertaining to the contract.

19.4 The cost of arbitration shall be borne equally by both the parties.

19.5 Work under the contract shall be continued during the arbitration proceedings.

19.6 Failure to comply with any of the above conditions can result in termination of the contract, forfeiture of the security deposit, penalty as may be decided by UCO Bank and future blacklisting of the contractor.

20. General Conditions of the Contract (GCC), Tender form and Special Conditions of the Contract (SCC) will form the part of the contract.

21. All Annexures are to be submitted with the bids duly signed.

22. UCO Bank reserves the right to reject any of the offers at technical/financial stage, if the same is not upto the expectation of UCO BANK.

23. The employee of contractor will ensure strict discipline and behaviour and diligent performance of their duties most be fitting to the décor of the most modern mechanized building and the employees of contractor shall not in any manner cause any interference, annoyance, nuisance etc. to UCO BANK staff or its business or working and will be liable for immediately replacing the individual employee if the services rendered by him are not found to be satisfactory.

24. UCO Bank is not responsible for any injury/death caused to the employees provided by contractor at UCO BANK. Thorough checking of staff during entry/exit would be made by UCO BANK's security guards.

25. Terms of Payment

Payment of each month shall be made within 30 days on completion of each month subject to satisfactory completion of work and on receipt of bills along with certification of Branches as per terms of payment. Requisite details to release payment through NEFT will be asked for from the successful bidder at the time of award of contract.

TENDER FORMS
Annexure-I
BIDDER INFORMATION

Date: ____/____/2019

S.No. Particulars/Details

1. Name of the Bidders/Firm
2. Registered Office (mention Address)
3. Address of Office/Branch at Kolkata
(Please submit self-certificate on firm's letter head)
4. Date of Establishment
5. Telephone No. Office
Mobile
Fax
E-Mail
Website
6. Authorized Person - Name
Designation
Mobile
E-Mail ID
7. Alternate Authorized Person - Name
Designation
Mobile
E-Mail ID
8. Registration & Licence no (Please provide relevant document)
9. Full Name & Address of the Proprietor/Partner/ Directors
10. PAN (Submit self certified photocopy)
11. TIN No.
(Please submit self-certified photocopy)
12. Company Registration No.
13. GST Registration No.

Signature of the Bidder with Date & Company Seal

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14. Income Tax Return for last 3 years

15. Beneficiary Bank Details

Bank Account No

IFSC/NEFT Code

Name of Bank

Address of Branch

16. Particular of Earnest Money Deposit
Amount

DD No.

Date

Name of the Bank

Address of Bank

17. Whether you accept all the terms and conditions of the tender; Yes/No

18. Turnover of each year during

FY 2017-18

FY 2016-17

FY 2015-16

19. last three financial year (balance sheet to be attached of FY 2017-18, 2016-17 & 2015-16).

Details of Delivery: Should have delivered CHEQUES during last three years each (2017-18, 2016-17 & 2015-16). For this purpose, documentary evidence such as Lol, work orders, bills raised and payment proof thereof can also be submitted.

Fin. Year	Name & Address of the Client	Work Order No. & Date	Value of the work (Rs)
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Date: / /2019

Place:

Signature of authorized person

Full Name & Designation:

Company's Seal

Note: Each and every page of the tender document should be signed and by the bidder a proof of acceptance of entire terms and conditions mentioned in the tender document.

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date: / /2019

To,
Assistant General Manager
KOLKATA ZONE
UCO BANK
1st Floor, 3 & 4, DD Block, Sector –I
Saltlake City , Kolkata – 700 064

Sub: Acceptance of Terms & Conditions of Tender.

Name of Tender / Work: Engagement of courier agency for delivering
CHEQUES within KOLKATA ZONE, UCO BANK.

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:
<http://www.ucobank.com> as per advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents of all pages (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking/Private organization.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit /Security deposit or both absolutely.

Date: / /2019
Place:

Signature of authorized person
Full Name & Designation:
Company's Seal

OFFER FORWARDING LETTER/TENDER SUBMISSION LETTER
(To be typed & submitted in the letter Head of the Company/firm of Bidder)

Offer Reference No.....

Dated: / /2019

To,
Assistant General Manager
KOLKATA ZONE
UCO BANK
1st Floor, 3 & 4, DD Block, Sector –I
Saltlake City, Kolkata – 700 064

Dear Sir,

Sub: Submission of Offer against Tender

I/We hereby offer to carry out the work detailed in the Tender Specification issued by UCO Bank,, in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the Tender documents and shall abide by the same.

- i) Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by UCO BANK.
- ii) Notice Inviting Tender (NIT)/ (Technical Bid)
- iii) Financial Bid iv) Documents referred to in tender document
- v. Forms and Procedures

Should our Offer be accepted by UCO BANK for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by UCO BANK.

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the Annexures annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the tender document.

Authorized Representative of Bidder

Signature:

Name:

Address:

Place:

Date: / /2019

Signature of the Bidder with Date & Company Seal Pre Bid Meeting On
28/02/2019 Last Date of submission of tender- 12/03/2019
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Annexure-IV

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER (To be typed
& submitted in the letter Head of the Company/firm of Bidder)

To,

To
Assistant General Manager
KOLKATA ZONE
UCO BANK
1st Floor, 3 & 4, DD Block, Sector –I
Saltlake City , Kolkata – 700 064

Dear Sir,

Sub: Declaration by Authorized Signatory

Ref: i) NIT/Title of the work. Name of Tender No.....
ii) All other pertinent issues till date

I/We hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, condition, stipulations and other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorized to represent on behalf of my company/firm for the above mentioned tender and a valid Power of Attorney/Authorization letter to this effect is also enclosed.

Yours faithfully, (Signature, Date &
Seal of Authorized Signatory of the
Bidder)

Date: / /2019

Enclosed: Power of Attorney/Authorization letter

NO DEVIATION CERTIFICATE

(To be typed & submitted in the letter Head of the Company/firm of Bidder)

To,
Assistant General Manager
KOLKATA ZONE
UCO BANK
1st Floor, 3 & 4, DD Block, Sector –I
Saltlake City , Kolkata – 700 064

Dear Sir,

Sub: Declaration by Authorized Signatory

Ref: i) NIT/Tender No.....,
ii) All other pertinent issues till date

We hereby confirm that we have not changed/modified/materially altered any of the tender documents as downloaded from the website/issued by UCO BANK and in case of such observance at any stage, it shall be treated as null and void and our tender shall deemed to be withdrawn.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse bidding process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid reference.

Thanking you,

Yours faithfully,
(Signature, Date & Seal of Authorized
Signatory of the Bidder)

DECLARATION FOR RELATION IN IFCI

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

----- To,

To

Assistant General Manager

KOLKATA ZONE

UCO BANK

1st Floor, 3 & 4, DD Block, Sector –I

Saltlake City , Kolkata – 700 064

Dear Sir,

Sub: Declaration for relation in UCO BANK

Ref: NIT/Tender No. _____

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in UCO BANK

Tick(✓) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in UCO BANK

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm have relation/relatives employed in UCO BANK and their particulars are as below:

(i)

(ii)

Signature of the Authorized Signatory Note:

1. Attach separate sheet, if necessary.
2. If UCO Bank Management come to know at a later date that the information furnished by the Bidder is false, UCO BANK reserves the right to take suitable action against the Bidder/Contractor.

BID EVALUATION METHODOLOGY

- Price Bid will be evaluated on the basis of lowest rate quoted per branch per day excluding GST.

DECLARATION
(TO BE TYPED ON A LETTER HEAD OF THE COMPANY/ FIRM)

To,
Assistant General Manager
KOLKATA ZONE
UCO BANK
1st Floor, 3 & 4, DD Block, Sector –I
Saltlake City , Kolkata – 700 064

Ref: 1) NIT/Tender No. _____

Dear Sir,

1. We have carefully read and understood all the terms and conditions of the tender and hereby convey our acceptance to the same.
2. The information / documents furnished along with the above offer are true and authentic to the best of my knowledge and belief. We are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.
3. We have apprised our self fully about the job to be done during the currency of the period of agreement and also acknowledge to bear consequences to of non- performance or deficiencies in the services on our part.
4. We have no objection, if enquiries are made about the work listed by us.
5. We have not been blacklisted by UCO BANK or any other organization where we have worked. Further, if any of the partners/directors of the organization /firm is blacklisted or having any criminal case against them, our bid shall not be considered. At any later point of time, if this information is found to be false, UCO BANK may terminate the assigned contract immediately.
6. We have not been found guilty by a court of law in India for fraud, dishonesty or moral turpitude.
7. We agree that the decision of UCO BANK in selection of Bidders will be final and binding to us.

Date: / /2019

Place:

Signature of authorized person

Full Name &

Designation: Company's

Seal:

N.B: The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical Bid.

ENGAGEMENT OF COURIER AGENCY FOR DELIVERING CHEQUES

Annexure-IX
LOI/AWARD LETTER/WORK ORDER FROMAT

No.

Date: / /2019

To

Dear Sir,

Sub: Engagement of courier agency for delivering CHEQUES at various
branches under KOLKATA ZONE, UCO BANK

This has reference to the following:-

- a. Our invitation of bids, NIT/Tender Notice No.dated
.....
- b. Tender Document on the above subject.
- c. Your bid reference No. dated
- d. Opening of Technical Bid on atat KOLKATA ZONE,
UCO Bank, 3 & 4, DD Block, Sector –I, Saltlake, Kolkata - 700064
- e. Opening of Financial Bid on at at KOLKATA ZONE,
UCO Bank, 3 & 4, DD Block, Sector –I, Saltlake, Kolkata – 700064

This is with reference to your bid dated on the above subject. It has
been decided to engage the services of your agency for providing courier services as
per the terms & conditions given hereunder:

- (i) The Authorized representative of Courier Agency / Company will collect
UCO BANK's CHEQUES from our designated branches on all working days
and also on holidays, if permitted by the Bank. Details of concerned
Officials of the Zonal Office/branches will be shared with your firm in due
course.
- (ii) UCO Bank's CHEQUES given by the branches to the Courier Service
Provider should be delivered within / before stipulated time with utmost safety
and security. The Service Provider should take utmost care not to leak /
divulge any information of the addressee or the contents of the CHEQUES. In
case of any occurrence of damage, theft, pilferage in transit, the responsibility
shall be that of the courier Service Provider. The cost of the material and loss
of time shall be recovered from them.
- (iii) The Service Provider will ensure that all the CHEQUES are delivered
to the recipient to whom it is meant for and in no case is delivered to anybody
other than the intended recipient. The Service Provider will

Signature of the Bidder with Date & Company Seal
Pre Bid Meeting On 28/02/2019 Last Date of submission of tender- 12/03/2019
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ENGAGEMENT OF COURIER AGENCY FOR DELIVERING CHEQUES

arrange to deliver the CHEQUES within stipulated time.

(v) It's mandatory that the Service Provider shall furnish Proof of Delivery (POD) of consignments to us, duly signed by the party/person on it along with Mobile / Telephone number.

(vi) The following is the list of branches under KOLKATA ZONE-

ENGAGEMENT OF COURIER AGENCY FOR DELIVERING CHEQUES

Our office will provide the details of their officials at various branches mentioned above so as to enable our representative to coordinate and monitor delivery of CHEQUES.

(vii) The offer should be valid for a minimum period of twelve months from the date of this letter.

(viii) The Service Provider indemnify UCO BANK and shall be solely responsible for compliance with the provisions of all Central and State Laws, Various Taxes (Income Tax, Sales Tax, GST etc.), Labour Laws, Industrial Law, such as minimum wages, compensation, EPF, Bonus, Gratuity etc. relating to persons deployed for providing services to UCO BANK.

(ix) The whole delivery work included in the contract shall be executed by the Bidder (Service Provider) and the Bidder shall not directly or indirectly transfer, assign or sublet the contract or any part, share or interest therein without written consent of UCO BANK. Notwithstanding the above, the decision of UCO BANK to grant such permission shall be final and binding on the Service Provider.

This contract and rates are valid upto 90 days and subject to terms and conditions stipulated above.

In token of acceptance of the above terms and conditions for undertaking timely delivery of UCO BANK CHEQUES with safety and secured way, kindly return this letter duly signed by an authorized person of your firm / company.

Yours faithfully,

()

Assistant General Manager & Dy. Zonal Head

Received & Accepted

For
Authorized Signatory

ANNEXURE--X

FORMAT OF AGREEMENT

THIS AGREEMENT is made on the day of....., **BETWEEN** with UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act,1970 as amended by The Banking Laws (Amendment) Act, 1985 having its Head Office at No.10 B.T.M Sarani,Kolkata-700001(hereinafter referred to as “Bank” which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns and successors) of the “One Part”. **AND**

.....an individual/ proprietorship/partnership firm/ a Company , having its office/registered office atrepresented by its sole proprietor/partners/Director Sri/son ofresiding at.....in terms of its Board Resolution dt..... (hereinafter referred to as “Contractor” which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of its legal representatives, successors, executors, administrators and assigns) on the OTHER PART.

WHEREAS, the Bank has agreed for awarding / entrusting the works relating to at on the terms and conditions set forth hereinafter in the Schedule hereto and also in the RFP No-dt.....

AND WHEREAS In this agreement words and phrases and expressions shall assume the same meaning as are respectively assigned to them in the conditions of Contract and they shall be deemed to form and be read and construed as part of this agreement.

AND WHEREAS The following documents also shall be deemed to form and read and construed as part of this Agreement, viz.

- i) Original tender/RFP documents duly signed
- ii) Relevant correspondence – all letters / correspondence forming part of contract, as referred to in acceptance letter
- iii) Acceptance Letter /Letter of Intent
- iv) Price Bid

AND WHEREAS The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies the latest documents issued by the bank shall prevail over earlier documents.

AND WHEREAS in consideration of the payment to be made by the UCO Bank to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the UCO Bank to perform, execute, complete and maintain the at..... as per all the terms and conditions mentioned in the tender document(Tender Reference No..... dt.....), which is a part of this Agreement and remedy the breaches in conformity in all respect with the provisions of the Contract document.

AND WHEREAS The UCO Bank hereby covenants to pay the contractor in consideration of the execution, completion and maintenance of the works and services and in the remedying the breaches wherein the Contract Price or such other sums as may become payable under the provisions of the Contract hereunder at the time(s) and in the manner prescribed by the Contract as well as in the said conditions and price schedule of quantities / bill of quantities prescribed in the contract.

AND WHEREAS the tender documents under which this Agreement is signed shall be deemed to form and be read and construed as part of this Agreement.

AND WHEREAS this agreement will remain enforceable and valid for ----- years from the date of ----- i. e. from _____ to _____ .

NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as under:

1. Consideration and/or Fees: The charges and/or payment consideration shall be determined in accordance with the terms of the Work Award as more fully and particularly mentioned in the Schedule written herein after. The contract charges will remain unchanged for entire contract period. However, difference of amount of minimum wages if any including proportion of PF ESIC & Bonus as at par rule, due to revision will be reimbursed by the Bank upon production of documentary evidence against your quotation in Sl. No. of BOQ.

2. Scope of Works, Duties, Terms and conditions and Compensation: The Contractor's duties, terms of engagement, compensation and provisions for payment thereof shall be as set forth in the Schedule written hereinafter which may be amended in writing from time to time, or supplemented with subsequent estimates for services to be rendered by the Contractor and to be agreed by the Bank which may be amended by Bank in writing from time to time or supplement with subsequent estimates for service to be rendered by the contractor and to be agreed upon by the contractor. Scope of work will be governed as per detailed stipulation in RFP.

3. Written Reports: The Contractor shall submit written reports to the Bank on a monthly basis in respect of work done/performed.

4. Inventions: Any and all properties and the materials to be available during this engagement relating to the duties under this Agreement shall be the exclusive property of the Bank and the Contractor hereby assigns all right, title, and interest in the same to the Bank. Any and all Properties and the materials to be received by the Contractor prior to the term of this Agreement and utilized by the Contractor in rendering duties to the Bank are hereby licensed to the Bank for use in its operations and for an infinite duration. This license is non-exclusive, and may be assigned without the Contractor's prior written approval by the Bank to a wholly-owned subsidiary of the Bank.

5. Confidentiality: The Contractor acknowledges that during the engagement, Contractor will have access to and become acquainted with various trade secrets, information, records and specifications owned or licensed by the Bank and/or used by the Bank in connection with the operation of its business including, without limitation, the Bank's business and product processes, methods, customer lists, accounts and procedures, the Contractor agrees that the Contractor will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Bank with prior written permission from the Bank. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, notebooks, and similar items relating to the business of the Bank, whether prepared by the Contractor or otherwise coming into the possession of the Contractor, shall remain the exclusive property of the Bank. The Contractor shall not retain any copies of the foregoing without the Bank's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Bank, the Contractor shall immediately deliver to the Bank all such files, records, documents, specifications, information, and other items in his possession or under the control of the Contractor. The Contractor further agrees that the Contractor will not disclose his retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Bank and shall at all times preserve the confidential nature of his relationship to the Bank and of the services for which he/she,they are engaged.

6.Conflicts of Interest; Non-hire Provision: The Contractor represents that the Contractor has entered into this Agreement and/or engagement and agreed to abide by the terms of this agreement between the Contractor and the Bank according to its own desire and wish and volition. Further, the Contractor, in rendering his/her/their duties shall not utilize any trade secret in which the Contractor does not have a proprietary interest. During the term of this agreement, the Contractor shall devote as much of his productive time, energy and abilities to the performance of his/her/their duties hereunder as is necessary to perform the required duties in a timely and productive manner.

7.Right to Injunction: The parties hereto acknowledge that the services to be rendered by the Contractor under this Agreement and the rights and privileges granted to the Bank under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by the Contractor of any of the provisions of this Agreement will cause the Bank irreparable loss, injury and damage, the Contractor expressly agrees that the Bank shall be entitled to injunctive and other equitable relief in the event of or to prevent, a breach of any provision of this Agreement by the Contractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the Bank may have for damages or otherwise. The various rights and remedies of the Bank under this Agreement or otherwise shall be construed to be exclusive of any other or of any right or remedy allowed by law.

8. Termination of Contract:

8.1 The UCO Bank may terminate the Contract, if the other party causes a fundamental breach of the Contract.

8.2. Fundamental breaches of Contract include, but shall not be limited to, the following:

- (i) the Contractor stops work for three days, when no stoppage of services is instructed and the stoppage has not been authorized by the UCO Bank or his nominee.
- (ii) the Contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
- (iii) if the Contractor, in the judgment of the UCO Bank, has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the UCO Bank, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the UCO Bank of the benefits of free and open competition."

8.3. When the UCO Bank gives notice of a breach of contract to the Contractor for a cause other than those listed above, the UCO Bank shall decide whether the breach is fundamental or not.

8.4. if the Contractor or any of its employee is convicted for any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Bank, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the Bank at any time may terminate the engagement of the Contractor immediately and without giving prior written notice to the Contractor.

8.5. In case of non-compliance or breach of any terms of contract or unsatisfactory or inefficient servicing on the part of the Contractor, the UCO Bank will be at liberty to revoke the contract without giving any notice or payment in lieu of notice.

8.6 Effect of termination of contract:

- a) On termination of Agreement, the irrevocable Bank Guarantee as Performance Security will be invoked by the UCO Bank and proceeds thereof to be forfeited and to enforce the bond of indemnity without prejudice to its rights & contentions available under the law for the time being in force to the UCO Bank
- b) If the Contract is terminated, the Contractor shall stop service immediately, make the Site safe and secure and leave the Site after ensuring proper handing over the charge, as soon as reasonably possible.

8.7. **Termination for Default.** The UCO Bank may, without prejudice, to any other remedy for breach of contract, by giving 30 (thirty) days written notice of default to the Contractor, terminate the contract in whole or in part if:

- a) The qualified Contractor fails to deliver any or all of the obligations within the time period(s) specified in the contract, or any extension thereof granted by the UCO Bank.
- b) The qualified Contractor fails to perform any other obligation(s) under the contract.

8.8. **Termination for Insolvency, Dissolution etc.** The UCO Bank may at any time terminate the contract by giving written notice to the Contractor without any cost or compensation therefor, if the Contractor becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to the UCO Bank.

8.9. **Termination for Convenience: The UCO Bank** reserves the right to terminate by giving 30 (Thirty) days written notice, the whole or part of the contract without any cost or compensation therefor. The notice of termination shall specify that termination be for the UCO Bank's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.

8.10. **No Claim Certificate:** The qualified Contractor shall not, be entitled to make any claim, whatsoever, against the UCO Bank under or by virtue of or arising out of this contract nor shall the UCO Bank entertain or consider any such claim after Contractor shall have signed a "no claim" certificate in favour of the UCO Bank in such forms as shall be required by the UCO Bank after the works are finally accepted.

8.11. **Suspension :**The UCO Bank may, by a written notice of suspension, suspend all payments to the Contractor under the contract, if the Contractor fails to perform any of its obligations under this contract, (including the carrying out of the services) provided that such notice of suspension:

- a) Shall specify the nature of the failure and
- b) Shall request the Contractor to remedy such failure within a specified period from the date of issue of such notice of suspension.

8.12. Protection & Limitations:

- i) Contractor (the "Indemnifying Party") undertakes to indemnify the UCO Bank (the "Indemnified Party") from and against all losses, claims or damages including losses, claims or damages on account of bodily injury, death or damage to any tangible assets.
- ii) There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property as also intangible personal property and intellectual property rights. Personnel assigned by Contractor to perform the Services shall be employees of Contractor, and under no circumstances will such personnel be considered employees of client. Contractor shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, worker's compensation, employee and disability benefits and shall be responsible for all employer obligations under all applicable laws.
- iii) The Contractor shall provide indemnity towards any damage, misdemeanor of the Contractor employees or authorized personnel to the UCO Bank. Further the UCO Bank shall not be responsible for any payments, statutory obligations like insurance cover, PF, etc., for accident, mishap, handicap and/or death

8.13. Payment upon Termination: If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the UCO Bank shall issue a certificate for the value of the services done, less Liquidated damages / penalty up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable laws and less the percentage to apply to the services not completed as indicated in the Contract Document. If the total amount due to the UCO Bank exceeds any payment due to the Contractor, the difference shall be a debt payable to the UCO Bank by the contractor which will be paid by the Contractor within thirty days from the date of demand otherwise the Bank Guarantee will be invoked and the proceeds will be appropriated and forfeited.

9.Independent Contractor: This Agreement shall not render the Contractor to be an employee, partner, agent of or joint venture with the Bank for any purpose. The Contractor is and will remain an independent contractor in its relationship to the Bank. The Bank shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Bank hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind of his/her/their employees.

10. Choice of Law: The laws shall be governed by the laws prevailing in India during validity of this Agreement.

11. Jurisdiction : The Courts in Kolkata only have the jurisdiction to try any suit arising out of this agreement and or contract.

12. Resolution of Disputes: The parties shall use their best efforts to amicably settle all dispute(s) / difference(s) arising out of or in connection with the contract in the following manner:-

a. The party raising the dispute(s)/ difference(s) shall address to the other party a notice requesting an amicable settlement of the dispute(s)/difference(s) within seven (7) days of receipt of the notice.

b. In case the dispute(s)/difference(s) is not resolved by amicable settlement, the matter will be referred for informal negotiation between Bank and the Vendor. The matter shall then be resolved by them and the agreed course of action shall be documented within a further period of 30 days.

c. The parties agree that if the dispute (s)/ difference (s) between the parties is not settled by negotiation in the manner described hereinabove, the same shall be resolved through arbitration by a panel of three arbitrators. Each party shall appoint one arbitrator of its own choice and two appointed arbitrators shall appoint the third arbitrator who will act as the presiding arbitrator. The place of arbitration shall be at Kolkata.

Notwithstanding the existence of any dispute (s)/difference(s) between the parties or the subsistence of any arbitration or other proceedings, the Vendor shall not be entitled to suspend the service (s) or withhold the job and shall continue to render service(s) or take all necessary steps to complete the job in accordance with the tender & Agreement.

13. Non Assignment: The contractor shall agreed to neither the subject matter of the agreement nor any right here in shall be transferred, sub-contracted, assigned or delegated to any third party by the successful contractor without prior written consent of the Bank.

14. Compliance to laws: The Contractor shall conform to the provisions of Law(s), Bye-Law(s), Regulation(s), Notification (s) etc. relating to the work for the time being in force. He shall also obtain all necessary permission / approval / NOC from the Competent Authorities for completion of the said work, if required under the existing rules.

15. **Notices:** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or despatched through the registered Post or any other mode of service. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service.

If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given seven days after despatch thereof in the mail addressed to the party to whom such notice, demand or other communication is to be given as follows:-

If to the Contractor: ...an individual/ a proprietorship concern/a partnership firm/ a Company, having its office at

If to the Bank: UCO Bank, **G.A.D. Zonal Office Office, Kolkata at 3 & 4, DD Block, Salt Lake, Kolkata-700064,**

Any contractor hereto may change its address for purposes of this paragraph by written notice given in the manner provided above furnishing documentary evidence.

16. Modification or Amendment: No amendment, change or modification of this Agreement shall be valid, unless is in writing signed by the both parties thereto.

17. Entire Understanding: This document and any schedule attached thereto constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force and effect.

18. Unenforceability of Provisions: If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

19. Other terms & Conditions:

Terms and Conditions and Obligations of the Contractor:

1. To perform the job as per the assignment, details of which are given in the agreement.
2. The workmen to be engaged by the contractor shall be Unskilled/Semiskilled/skilled in the respective field of work.
3. The Contractor shall decide the number of workmen required for the completion of the job.
4. The persons to be engaged by the contractor shall abide by the instructions that may be given from time to time and should not indulge themselves in other matters / activities.
5. The Contractor shall decide the working conditions of his workmen and shall decide about their salary and other service conditions and payment thereof.
6. The persons engaged by the contractor should be polite in their behavior and shall record instruction given by resident of the building and shall bring the same to the notice of the Officer-in- Charge, UCO Bank, General Administration Department for carrying out the instructions.

7. The persons engaged by the contractor shall be its own workmen/employees and cannot be deemed as Bank's employees. Any dispute / resentment of the persons engaged by the contractor are to be sorted out by the contractor and the maintenance services shall not be hampered in any case.
8. The contractor has to pay his workmen/employees minimum wages as governed by Central Government wages rates and any complain regarding non-payment of central Government minimum wages shall attract termination of the services of the contractor after serving due notice. It is the responsibility of the contractor to adhere to Central Minimum wages Act in all respect during the entire contract period. However, difference of amount of minimum wages(if any) including proportion of PF ESIC & Bonus as at par rule, due to revision will be reimbursed by the Bank upon production of documentary evidence against your quote in Sl.No A of BOQ.
9. The contractor shall indemnify the Bank against any loss or damage arising to the bank out of any dispute that may arise between the contractor and its workmen /employees.
10. In case of absence of any person / persons of the contractor for a particular work on any specified day, penalty at the double rate of the services charge paid to the contractor shall be imposed on the contractor for such absence on the part of the workmen of the contractor.
11. The Contractor also will decide and take disciplinary action against the workman if he is found to have committed any acts of misconduct and take disciplinary action as deemed necessary including discharge or dismissal after compliance with the labour law.
12. Rate quoted will be valid upto completion of contract period and will not bear any additional cost. Contractor must not sub-let any portion of the contract.
13. The contractor shall discharge obligations as provided under various applicable statutory enactments including the Employees Provident Fund & Miscellaneous Provisions Act, 1952, the Employees State Insurance (ESI) Act, 1948, the Contract Labour (Regulation & Abolition) Act, 1970, the Inter-State Migrant workman (Regulation of employment & conditions of Service) Act, 1979, The Minimum Wages Act, 1948, the Payment of Wages Act, 1936, The Workmen's Compensation Act, 1923 and other relevant Act, Rules and Regulations, instructions etc. issued / enforced from time to time, as amended up-to-date.
14. The payment will be released on submission of the following certificate by the contractor/s:
 - a) We are maintaining proper records w.r.t. payment of wages and statutory dues to all our employees and the same are being paid.
 - b) That we have paid the minimum wages to all the workers employed by us as per the wages announced by Government of National Capital of Delhi vide their latest notification. Copy of salary receipt enclosed.

c)We have paid / deposited all the statutory dues i.e. PF and ESI of our employees in State Bank of India. The copy of challan for the month of _____ is enclosed herewith.

d)We as a contractor is following all the statutory rules and provisions as required by law and indemnify you against all the consequences arising out of this payment.

20. Period of Contract :fromto..... i.e for a period of {.....} years from the date of execution of Agreement.

21 Frequency of Payment : Payment of service contract charges will be made by Zonal Office against your bill/ Tax Invoice to be raised after satisfactory completion of each service. For non-attendance of operating/maintenance personnel on any day, penalty at double the pro-data rate will be deducted from your monthly bill. Successful contractor/s have to submit following documents with bill for making payment. Other statutory deductions like income tax etc will be deducted as per rule.

a)Copy of Service card/attendance sheet duly signed by Bank official .

22 Taxes: GST on service contract charges will be paid extra against bill at the rate prevailing at the time of payment of the bill.

Additional Terms & Condition on Taxes are as follows:

- Supplier/service provider to confirm that the GST amount charged in invoice is declared in its returns and payment of taxes is also made.
- The Supplier/ Service Provider agrees to comply with all applicable GST laws, including GST acts, rules, regulations, procedures, circulars & instructions there under applicable in India from time to time and to ensure that such compliance is done within the time prescribed under such laws. Supplier/Service Provider should ensure accurate transaction details, as required by GST laws, are timely uploaded in GSTN¹. In case there is any mismatch between the details so uploaded in GSTN by Supplier/ Service Provider and details available with UCO Bank, then payments to Supplier/Service Provider to the extent of GST relating to the invoices/s under mismatch may be retained from due payments till such time the accurate tax amount is finally reflected in the GSTN to UCO Bank's Account and is finally available to UCO Bank in terms of GST laws and that the credit of GST so taken by UCO Bank is not required to be reversed at a later date along with applicable interest.

- UCO Bank has the right to recover monetary loss including interest and penalty suffered by it due to any non-compliance of tax laws by the supplier/service provider. Any loss of input tax credit to UCO Bank for the fault of supplier shall be recovered by UCO Bank by way of adjustment in the consideration payable.
- Supplementary invoices/debit note/credit note for price revisions to enable UCO Bank to claim tax benefit on the same shall be issued by you for a particular year before September of the succeeding financial year.

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

23 Contractor/s has/have to submit Bond of Indemnity as per Bank's format.

25 Invocation of Bank Guarantee: The Bank Guarantee will be invoked by the Bank in case of violation of terms and conditions of service contract by the Contractor/s and/or in case of default on the part of the Contractors to perform and observe any covenant conditions and provisions contained in the Tender Documents and Agreement of Contract.

26 Indemnity: Bond of Indemnity should be furnished by me/us as per Bank,s enclosed Format.

27. In case of emergency if any additional labour(both H.T & L.T) is required beside the sanctioned manpower, Bank may pay additional labour cost to the respective contractor subject to prior approval from the Bank.

29.Successful Bidder has to shuffle his workmen at site in each six months interval.

30.The Bank reserve the right to decrease the number of worker if necessary during the tenure of the contract.

IN WITNESS WHEREOF both the parties hereto have executed this Agreement on the day month and year first above written. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Signature of Contractor

Signature on behalf of UCO Bank)

WITNESS : 1.

2.

ANNEXURE XI

FORMAT OF INTEGRITY

UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 –, hereinafter referred to as “**Bank**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) of the “**ONE PART**

And

..... Hereinafter referred to as “The Bidder/Contractor”.

Preamble

The **Bank** intends to award, under laid down organizational procedures, contract/s for.....The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder (s) and / or contractor (s).

In order to achieve these goals, the Bank will appoint an independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Bank.

1.The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Bank will during the tender process treat all Bidder(s) with equity and reason. The Bank will in particular, before and during the tender process, provide to all Bidders (s) the same information and will not provide to any Bidders (s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the process or the contract execution.
- c. The Bank will exclude from the process all known prejudiced persons.

2. If the Bankl obtains information on the conduct of any of its employees which is criminal offence under the IPC/PC Act, or it/if there be a substantive suspicion in this regard, the Bank will inform the Chief Vigilance Office and in addition can initiate disciplinary actions.

Sections 2 – Commitments of the Bidder (s)/Contractor(s)

1.The bidder(s) /contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s) contractor(s) will not directly or through any other persons of firm, offer promise or give to any of the Bank's employees involved in the tender process of the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage or during the execution of the contract.

b. The Bidder(s) /Contractor(s) will not enter with other Bidders into any undisclosed agreement of 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 .

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s) / contractors will not use improperly for purposes of competition or personal gain, or pass on to others, any information or document provided by the Bank as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractor (s) of foreign origin shall disclose the name and address of the Agent/representatives in India, if any. Similarly the bidder(s)/contractor(s) of Indian Nationality shall furnish the name and address of the foreign Banks, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

e.The Bidder(s)/Contractor(s) will when presenting his bid, disclose any and all payments he has made is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

Section 3: Disqualification from tender process and exclusion from future contracts If the Bidder(s)/Contractor(s), before award or during execution has committed transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Bank is entitled to disqualify the Bidder (s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-B".

Section 4 : Compensation for Damages

- 1.If the Bank has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Bank is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- 2.If the Bank has terminated the contract according to Section 3, or if the Bank is entitled to terminate the contract according to Section 3, the Bank shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value of the amount equivalent to Performance Bank Guarantee.

Section 5 : Previous Transgression

- 1.The Bidder declares that no previous transgressions occurred in the last three years 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 his exclusion from the tender process.
- 2.If the bidder makes incorrect statement on this subject he can be disqualified from the tender process and action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 : Equal treatment of all Bidders/Contractors/subcontractors.

- 1.The Bidder (s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Bank before contract signing.
- 2.The Bank will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
- 3.The Bank will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 : Criminal charges against violation Bidder(s)/Contractor(s)/Sub contractor(s).

If the Bank obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Bank has substantive suspicion in this regard, the Bank will inform the same to the Chief Vigilance Officer.

Section 8 : Independent External Monitor/Monitors

- 1.The Bank appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2.The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director, UCO Bank.

- 3.The Bidder(s)/Contractor (S) accepts that the Monitor has the right to access without restriction to all project documentation of the Bank including that provided by the Contractor.
The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s)/Contractor(s)/Subcontractor(s) with confidentiality.
- 4.The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 5.As soon as the Monitor notices, or believes to notice, a violation of this agreement he will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act, in a specific manner refrain from action or tolerate action.
- 6.The Monitor will submit a written report to the Chairman & Managing Director, UCO Bank within 8 to 10 weeks from the date of reference or intimation to him by the Bank and should be occasion arise, submit proposals for correction of problematic situations.
- 7.Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the UCO Bank.
- 8.If the Monitor has reported to the Chairman & Managing Director, UCO Bank a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director, UCO Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9.The word “Monitor” would include both singular and plural.

Section 9 – Pact Duration.

This pact begins when both parties have legally signed it, if expires for the contractor 10 months after the last payment under the contract, and for all other Bidders & Months ---- the contract has been awarded.

If any claim is made lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director, UCO Bank.

Section 10 – Other provisions

- This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Bank i.e.
- Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- If the Contractor is partnership or a consortium, this agreement must be signed by all partners or consortium members.
- Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & on behalf of the Bank)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____

Place _____

Date _____

Date _____ Witness :

(Name & Address)

Witness : (Name & Address)

ENGAGEMENT OF COURIER AGENCY FOR DELIVERING OF CHEQUES

Annexure-XII

Engagement of Courier Agency for Delivery of CHEQUES in
KOLKATA ZONE, UCO BANK,

PRICE BID FOR COURIER SERVICE

i. Name and address of the Courier Service Provider-

Rate per Branch per day: Rupees.....(Rupees.....only)
+ GST as applicable

1. The quoted rates must be inclusive of all taxes applicable at the time of bidding. The details of taxes included and the rates considered at the time of bidding are mentioned. Any change in these rates during the contractual period will not be borne by UCO BANK.
2. Certified that the above offer is valid for 90 days from the opening of technical bid.

Signature of the Authorized Signatory

Name of the Firm:

Place:

Date: / /2019

Address:

(with rubber stamp of the firm)